

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 18, 2018

1. City Council Meeting Agenda

Documents:

[CITY COUNCIL MEETING AGENDA 2018-06-18.PDF](#)

2. City Council Meeting Agenda And Packet - Tab 1 Thru Tab 21

Documents:

[CITY COUNCIL MEETING AGENDA AND PACKET 2018-06-18 - TAB 1 THRU TAB 21.PDF](#)

3. Addendum - Order 250-17/18 (Tab 1)

Documents:

[ADDENDUM - ORDER 250-17.18 \(TAB 1\).PDF](#)

4. Addendum - Order 242-17/18 (Tab 16)

Documents:

[ADDENDUM - ORDER 242-17.18 \(TAB 16\).PDF](#)

5. City Council Meeting Packet - Tab 22 Thru Tab 34

Documents:

[CITY COUNCIL MEETING PACKET 2018-06-18 - TAB 22 THRU TAB 34.PDF](#)

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 18, 2018

The Portland City Council will hold a regular City Council Meeting at 5:30 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

Arts in the Chamber, Allan Monga, Poet

SPECIAL MEETING OF THE PORTLAND DEVELOPMENT CORPORATION

A Special meeting of the Portland Development Corporation will be held by the City Council on June 18, 2018, at 5:30 p.m. in City Council Chambers to request modifications to the guidelines for the Business Assistance Program for Job Creation (BAP).

**Order 250-17/18
(Tab 1)**

Order Amending the Portland Development Corporation's Business Assistance Program for Job Creation Guidelines – Sponsored by Tim Agnew, President, Portland Development Corporation Board.

The Portland Development Board met on May 31, 2018 and voted unanimously (7-0) to forward the proposed amendments to the City Council with a recommendation for passage.

The PDC will shortly launch the fifth round of the BAP accepting applications from Portland businesses seeking grants to create jobs for low/moderate income individuals. Before doing so, the PDC would like to modify the program guidelines so that it has stronger and clearer criteria to consider when making its decisions on which applications to award job grants.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 2) June 4, 2018 Draft Regular City Council Meetings Minutes

PROCLAMATIONS:

Proc 39-17/18 (Tab 3) Proclamation Honoring Deering High School Student Allan Monga for becoming Maine’s 2018 Poetry Out Loud Champion and Representing Maine in the National Finals in Washington D.C. – Sponsored by Councilor Pious Ali.

Proc 40-17/18 (Tab 4) Proclamation Honoring Deering High School Staff and Students for Supporting Student Allan Monga in His Quest to Compete in the Poetry Out Loud Competition – Sponsored by Councilor Pious Ali.

APPOINTMENTS:

Order 251-17/18 (Tab 5) Order Appointing Members to Various Board and Committees – Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair.

Landmark Commission	Expiration
*Kara Wooldrik	06/30/2021
*Andrew Butcher	06/30/2021
Patrizia Baily	06/30/2021
Parks Commission, Friends of Deering Oaks	
*Marie Gray	06/30/2021
Parks Commission	
Nathan Robbins	06/30/2021
Craig Lapine	06/30/2021
Cynthia Loebenstein	06/30/2021
*Ana Lagunez	06/30/2021
Civil Service Police Citizen Review Subcommittee	03/30/2021
*Maria Testa	
Portland Public Art Committee	
*Kifah Abdulla	06/30/2021
*Jess Lipton	06/30/2021
James Cradock	06/30/2021
Civil Service Employment Subcommittee	
*Elaine Edwards	06/30/2021
Margery Niblock	06/30/2021
*New board and commissions members	

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 252-17/18 (Tab 6) Order Declaring July 4, 2018 the July 4th Fireworks Festival – Sponsored by Jon P. Jennings, City Manager.

This order declares Wednesday, July 4, 2018, the July 4, 2018 Fireworks Festival. Rain date will be on Thursday, July 5, 2018.

This year's festival runs from 10:00 a.m. to 10:00 p.m. and will include food and entertainment vendors and a 25-minute fireworks display. Street closures are included in the agenda backup.

Five affirmative votes are required for passage after public comment.

LICENSES:

Order 253-17/18 (Tab 7) Order Granting Municipal Officers' Approval of Bujabelle LLP dba Bujabelle. Renewal application for an Entertainment with Dance at 249 St John Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Original application was filed on 3/8/2017. Applicant holds a current Class XI License with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

Order 254-17/18 (Tab 8) Order Granting Municipal Officers' Approval of Portland Harbor Hotel Associates dba Portland Harbor Hotel. Renewal application for an Entertainment without Dance at 468 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Renewal application was filed on 5/23/2018. Applicant holds a current Class I-A FSE 40+ Rooms License with Entertainment without Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

Order 255-17/18 (Tab 9) Order Granting Municipal Officers' Approval of Oxbow Brewing Company LLC dba Oxbow Brewing Co. Renewal application for an Entertainment with Dance at 49 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Renewal application was filed on 5/3/2018. Applicant holds a current Class A Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

**Order 256-17/18
(Tab 10)**

Order Granting Municipal Officers' Approval of Illmadic LLC dba Illmadic. Application for a Class A Lounge at 41 Fox Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/24/2018. New City and State applications. Location was formerly One Eye Open Brewing Co.

Five affirmative votes are required for passage after public comment.

**Order 257-17/18
(Tab 11)**

Order Granting Municipal Officers' Approval of TOC Industries dba The Escape Room. Application for a Class III & IV at 492 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/25/2018. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 258-17/18
(Tab 12)**

Order Granting Municipal Officers' Approval of Nguoi Dep LLC dba Cong Tu Bot. Application for Outdoor Dining on Public Property at 57 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/25/2018. New City application. Applicant currently holds a Class I License.

Five affirmative votes are required for passage after public comment.

**Order 259-17/18
(Tab 13)**

Order Granting Municipal Officers' Approval of TRL, LLC dba 371. Application for a Class III & IV at 371 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/29/2018. New City and State applications. This is a new owner of an existing business.

Five affirmative votes are required for passage after public comment.

**Order 260-17/18
(Tab 14)**

Order Granting Municipal Officers' Approval of BBS Enterprises, Inc dba 66S Fusion. Application for a Class I FSE at 425 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/29/2018. New City and State Applications.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

Resolve 11-17/18 (Tab 15) Resolution Honoring the Gift of Scholarships from the Late Raymond W. Allen, Jr. – Sponsored by Jon P. Jennings, City Manager.

This Resolve is a joint resolution between the Portland Board of Public Education and the Portland City Council. Raymond W. Allen, Jr., who died on September 4, 2015, was born in the 1920s, when he was taken in by a kind woman named Mabel C. Anderson, who was the mother of a friend of his mother. During his energetic life, with more than 20 years spent teaching mathematics at Portland High School, Mr. Allen became known for his generosity and kindness. He gave Christmas presents to the children of his neighbors on Valley Street, supported some in college, and showed many how to use “the next big thing,” a computer, which he bought for Portland High School. His devotion to others led to his creating a scholarship fund called the Mabel C Anderson Scholarship Fund. His frugal life led to a large amount of savings, most of which he poured into that fund, on his death.

This year, that fund totaled \$1,190,733.62, and a total of six \$8,000 scholarships were awarded in 2016, 2017 and in 2018. This Resolve honors Mr. Allen’s generosity to the past, present and future students of Portland High School who will be helped in their science and math studies in college by these scholarships. This Resolution will be taken up at the June 19, 2018 Regular Meeting of the Portland Board of Public Education.

Five affirmative votes are required for passage after public comment.

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

UNFINISHED BUSINESS:

Order 242-17/18 (Tab 16) Order Expanding the Geographic Area of the Portland Downtown - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on May 15, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

City Council authorization of the expansion of the Portland Downtown (PD) business improvement district and annual documents are needed for the continued operation of PD.

This includes: (1) Authorizing the proposed expansion; (2) Adopting Development Program for the PD for FY2019; (3) Assessing Maintenance and Implementation Assessments in the PD District for FY2019; (4) authorizing the Master Agreement for work to be done by PD; and (5) authorizing the Supplemental Services Agreement for work to be done by the City.

PD's FY2019 budget is funded from special assessments on all real estate in the current and/or expanded District to fund the PD development program expenses for FY2019.

The mill rate to raise this assessment is \$1.11 cents per \$1,000 of property value for the current district, or a total FY2019 budget of \$932,702. Should the City Council approve of the district expansion, this mill rate would be reduced to \$1.03 per \$1,000 of property value for both the current and expanded area, or a total FY2019 budget of \$962,162. The prior mill rate of \$.92 per \$1,000 of property value had been the same rate for the past nine (9) years.

Included in the City Council meeting packet is PD's 2018/2019 work plan, along with the Supplemental Services Agreement between PD and the City to contract with the City to provide specified Police public safety services and Public Works services to support downtown cleanliness such as sidewalk snow plowing and sweeping and Summer clean-up.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

Orders 243-17/18, 244-17/18, 245-17/18 below are companion orders to Order 242-17/18.

**Order 243-17/18
(Tab 17)**

Order Adopting Development Program for Portland Downtown for Fiscal Year 2018-2019 - Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 244-17/18
(Tab 18)**

Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2018-2019 – Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 245-17/18
(Tab 19)**

Order Approving and Authorizing the Fiscal Year 2019 Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 246-17/18
(Tab 20)**

**Amendment to Portland City Code Chapter 19 and Chapter 28
Re: Paying for Street Parking with an App – Sponsored by Jon P. Jennings, City Manager**

This amendment will allow people to pay at parking meters with a mobile payment app, which will also notify them when their parking session is about to expire, so they can extend their time at the meter without physically going to the meter, up to the two-hour maximum.

This item must be read on two separate days. It was given first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 247-17/18
(Tab 21)**

Amendment to Portland City Code Chapter 14 Re: Affordable Housing – Sponsored by the Planning Board, Sean Dundon, Chair.

The Housing Committee and Mayor Strimling asked the Planning Board to consider proposed amendments to Division 30 Affordable Housing of the Land Use Code and to make a recommendation to the City Council regarding the proposals. The Housing Committee took up four proposals, two from staff and two from Mayor Strimling, at their November 3 and 17 meetings and forwarded them to the Planning Board for their input:

A proposal from Mayor Strimling to increase the inclusionary zoning requirement from 10% to 20% (forwarded without a positive recommendation);

A proposal from Mayor Strimling to lower the income levels for affordable units from “workforce” to “low income (forwarded without a positive recommendation);

A proposal from staff to require that projects that provide units on- or off-site make a fee-in-lieu payment for any fractional units required (forwarded with a positive recommendation); and

A proposal from staff to eliminate the current sunset provision in the ordinance (forwarded without a positive recommendation.)

The Planning Board held a workshop on February 13 and a public hearing on May 8, 2018. After their hearing and discussion, the Board voted as follows:

To recommend an amendment to the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on site.

To recommend an amendment to the Inclusionary Zoning Ordinance to remove the sunset clause.

Not to recommend the Mayor's proposal to amend the Inclusionary Zoning Ordinance to increase the percentage of mandatory affordable units from 10% to 20%, which was not recommended by the Planning Board.

Not to recommend the Mayor's proposal from the Mayor to amend the Inclusionary Zoning Ordinance to change the current workforce housing requirement to a low-income housing requirement.

In addition, the Board recommends the amendments prepared by staff (attachment 1 in the agenda backup) that are clarifying or housekeeping amendments.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 248-17/18
(Tab 22)**

**Amendment to Portland City Code Chapter 14 Re: Street Access
- Sponsored by the Planning Board, Sean Dundon, Chair.**

The Planning Board met on May 17, 2018, and voted unanimously (6-0, Whited absent) to forward this item to the City Council with a recommendation for passage.

Section 14-403 Street Access is contained within Division 24, Use Regulations and Exceptions of the Land Use Code. It applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits.

The goals of the text amendments are to increase the predictability and clarity of Section 14-403 while managing the competing needs of new housing construction, sustainability of infrastructure, and public safety. Maintenance of public roadways and related infrastructure is a significant expense for the City and one where our priority must be addressing deferred maintenance and existing needs.

As required by the Portland's Plan 2030, the city must try to find a balance between the sometimes competing needs of a sustainable, equitable, secure and connected community. The proposed amendments, unanimously recommended by the Planning Board, seek to achieve that balance by allowing development on undersized built streets that meet minimum standards for emergency services and to continue to require undeveloped streets to be improved to meet current city street standards.

The substance of proposed amendments remains consistent with current policy, while seeking to simplify and clarify the regulations.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 249-17/18
(Tab 23)**

**Amendment to Portland City Code Chapter 25. Streets, Sidewalks, and
and Other Public Places Article VIII. Removal of Snow and Ice -
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

The Sustainability and Transportation met on April 23, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The proposed amendments enhance the ability of City staff to enforce provisions of City Code that require the owners of property abutting sidewalks and ADA ramps to make them safe for pedestrian use by clearing accumulations of snow and ice. The specifically define the responsibilities of commercial property owners to create and maintain passage 4 feet wide within 12 hours after snow ceases to fall. Residential property owners must create and maintain passage 4 feet wide 18 hours after City snow clear efforts end. The ordinance contains escalating penalties for non-compliance that reach \$1000 for commercial property owners and \$250 for residential property owners.

Any property owner who commits three offenses in one winter season may be declared a repeat offender and the City may act to remove snow immediately after snow has ceased to fall and to recover costs from the property owner.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 261-17/18
(Tab 24)**

**Order Accepting Fiscal Year 2018 Annual Report and 2019 Budget
Plan of the Portland Public Art Committee – Sponsored by the
Portland Public Art Committee, Julia Kirby, Chair.**

The Portland Public Art Committee met on May 16, 2018 and voted unanimously (6-0) to forward this item to the City Council with a recommendation for passage.

The Portland Public Art Ordinance requires the Portland Public Art Committee to make an Annual Report to the Council to present an Annual Public Art Plan with proposed budget for the Council's consideration.

Five affirmative votes are required for passage after public comment.

**Order 262-17/18
(Tab 25)**

Order Approving Ground Lease Agreement with Duluth Holdings, Inc. - Sponsored by Jon P. Jennings City Manager.

The Portland International Jetport is requesting approval for a non-aeronautical ground lease of 0.3 acres of Jetport land west of the intersection of Maine Mall Road and Western Avenue. This land has been approved for a non-aeronautical use lease by the Jetport and the FAA. Duluth Holdings, Inc. is constructing a retail store adjacent to the proposed ground lease and will use the leased land for a parking lot. The terms of the lease are outlined below.

- **Lease Term:** Fifteen (15) years with option to extend for four (4) additional five (5) year terms providing a maximum lease term of thirty five (35) years.
- **Rate:** Duluth Holdings, Inc. will pay annual rent of \$6,700 per year. The rent will increase by 10% every five years.
- **Area:** The leased area is approximately 0.3 acres.
- **Permitted Use:** Construction and operation of a parking lot for use in connection with Duluth Holdings, Inc.'s adjacent retail store.

Five affirmative votes are required for passage after public comment.

**Order 263-17/18
(Tab 26)**

Order Accepting and Adopting the 2018 Housing Trust Fund Annual Plan - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on May 23, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The Housing Trust fund is established by Section 14-489 of the City's Code of Ordinances. Section 14-489 (e) states that "the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action.

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". At this time, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, fee-in-lieu contributions from the Inclusionary Zoning Ordinance, revenue from the Short Term Rental Registration Program, and other funding resources under Council consideration.

Five affirmative votes are required for passage after public comment.

**Order 264-17/18
(Tab 27)**

Order Proposing the Discontinuance of Public Easement on Lancaster Street – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on June 5, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

On October 2, 2017, the City Council approved the Purchase and Sale Agreement with Tom Watson of Watson & Co., LLC (“Purchaser”) for its purchase of approximately 1.25 acres of land located at 82 Hanover Street for the purchase price of \$2,350,000. The Purchase and Sale Agreement is included in the agenda backup.

The Purchaser then submitted a Site Plan application to the Portland Planning Board, which was approved on May 17, 2018. All site plan improvements proposed for the Lancaster Street right-of-way were conditioned upon the discontinuance of the public easement and the provision of a 10-foot wide public pedestrian easement to provide midblock permeability. The 10-foot wide pedestrian easement will be located on the 82 and 44 Hanover Street property line – 5 feet on 82 Hanover Street and 5 feet on 44 Hanover Street. The 30-foot wide utility easement will be retained and will restrict development activity within the utility corridor.

The approved Site Plan and project includes adaptive reuse of the 1940 Department of Public Works building with retail, restaurant, bar/eatery, brewery, fitness center, office space, and the following improvements: 39 newly paved parking spaces with landscaping, new concrete sidewalks, street trees, and lights along Parris and Hanover Streets. The site plan also includes outdoor seating areas within the Lancaster Street right-of-way and a 10' wide public pedestrian easement to provide midblock permeability.

At tonight's meeting on June 18, the City Council will vote on the Order Proposing the Discontinuance of a Public Easement on Lancaster Street, which is found in the back up material. This order, if approved, will be posted in the Clerk's Office. The purpose of this order is, again, simply to propose the discontinuance. After the vote on to propose the discontinuance and to post the notice in the Clerk's office, the Council will take public comment on the proposal. Then, at its meeting on July 16, the City Council will vote on the Order of Discontinuance of a Public Easement on Lancaster Street. That vote, if in the affirmative, will finally approve the discontinuance of the public easement. Public comment is not required on July 16 but is, of course, permitted at the Council's discretion.

Five affirmative votes are required for passage.

**Order 265-17/18
(Tab 28)**

Order Appropriating \$1,850,000 for Improvements to the Portland International Jetport Passenger Terminal – Sponsored by Jon P. Jennings, City Manager.

The Portland International Jetport is requesting an appropriation from its unrestricted fund balance to make further improvements as it responds to significant passenger growth this year. Outbound capacity is up 109,000 seats or 17% in the 2nd and 3rd quarters. The Jetport completed a significant expansion in 2012, which greatly improved the passenger experience; this was followed by a \$3.975 million appropriation by the Council for passenger terminal improvements last year which are now currently underway.

In 2017, the Jetport was awarded the best airport under 2 million passengers in North America for service under the Airport Council International’s Airport Service Quality program. In order to maintain this level of service with rising passenger counts it is critical that infrastructure investments at the Jetport continue. This appropriation is proposed to fund the following infrastructure improvements.

Terminal Building Improvements	\$ 1,260.00
Parking Facility Improvements	\$ 265,000
Site Improvements:	
Roadwalk, Sidewalk, and Directional Sign Renovations	\$ 50,000
Phase 1 Funding for Trail Along Yellow Bird Road	\$ 50,000
Ground Service Equipment Storage Structure	\$ 130,000
Passenger Boarding Ramp	<u>\$ 75,000</u>
Total	\$1,850,000

This item must be read on two separate days. This is its first reading.

**Order 266-17/18
(Tab 29)**

Order Amending the Bayside Tax Increment Financing District to Support the Establishment of an Affordable Housing District for the 178 Kennebec Street Elderly Affordable Housing Project – Sponsored by the Economic Development, Councilor Justin Costa, Chair.

This item will be presented to the Economic Development Committee on June 19, 2018 for its recommendation and vote to the City Council.

City Council approval is proposed to amend the Bayside TIF District to establish an Affordable Housing TIF District for the 178 Kennebec Street elderly affordable housing project.

This item must be read on two separate days. This is its first reading.

**Order 267-17/18
(Tab 30)**

Order Designating 178 Kennebec Street Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

Maine Workforce Housing (MWH) is proposing to construct 46 1-bedroom units for seniors (55+) on a site located at 178 Kennebec Street. MWH is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$96,305 annually over 30 years.

The developer has requested two forms of financial assistance.

(1) HOME funds request: \$400,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(2) Tax Increment Financing (TIF) request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$96,305, with an estimated total of \$2,889,164 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable, with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$93,095. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo. Maine Workforce Housing is proposing to construct 46 1-bedroom units for seniors (55+).

The development will include:

178 Kennebec Street		
1-Bedroom Units (46)	at or below 40% area median income	0
	at or below 50% area median income	15
	at or below 60% area median income	21
	Market Rate	10
Total Units		46

As stated in the developer’s application, the project:

“...includes ground-level retail and/or artist studio space with 46 units of housing on the upper floors. The housing will be rental; all 1-bedroom units, set aside for households whose head of household is aged 55+.

“We expect the income mix targeted for this development will be 22% market rate, and 78% affordable (aimed at those at or below 60% of the area median income), creating economic diversity both in the building and in the neighborhood.”

The developer will submit an application with MaineHousing’s Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is included in the. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

This item must be read on two separate days. This is its first reading.

**Order 268-17/18
(Tab 31)**

Order Approving and Authorizing the City Manager to Enter into The Credit Enhancement agreement with 100 Parris Street, LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

This is a companion order to Order 267-17/18 above.

This item must be read on two separate days. This is its first reading

**Order 269-17/18
(Tab 32)**

Order Designating 977 Brighton Avenue Apartments Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on May 22, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to construct 40 1-bedroom units for seniors (55+) on a site they own located at 977 Brighton Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value currently estimated at an average \$65,150 annually over 30 years.

AHDC has requested two forms of financial assistance.

(1) HOME funds request: \$300,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(2) Tax Increment Financing request: If approved, the AH TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$65,150, with an estimated total of \$1,954,486 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable with an estimated annual assessment of \$3,200,000 and estimated annual taxes of \$69,280. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The development will include:

977 Brighton Avenue		
1-Bedroom Units (40)	at or below 50% area median income	24
	at or below 60% area median income	10
	Market Rate	6
Total Units		40

Eight (8) units will have project based rental assistance. As stated in the developer’s application:

“The 0.73 acre site currently contains a single-family home and a garage, both of which will be demolished and cleared prior to construction. The project consists of one 4-story building, placed at the front of the property so as to create maximum active street frontage. There will also be a parking lot of 32 cars and an external gathering area or patio for residents. Vegetative screening will be used to create a level of privacy for residents.”

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

AH TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

This item must be read on two separate days. This is its first reading.

**Order 270-17/18
(Tab 33)**

Order Approving and Authorizing the City Manager to Enter into the Credit Enhancement Agreement with Avesta 977 Brighton LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

This order is a companion to Order 269-17/18 above.

This item must be read on two separate days. This is its first reading.

AMENDMENTS:

**Order 271-17/18
(Tab 34)**

Amendment to Portland City Code Chapter 6 Re: Disorderly Houses – Sponsored by the Housing Committee, Council Jill C. Duson, Chair.

The Housing Committee met on April 25, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The Police Department requests the amendment of the disorderly house ordinance (City Code of Ordinances, Section 6-202) to provide notice to tenants when the enforcement of the disorderly house ordinance against the landlord may impact the interests of the tenants. Providing notice will ensure transparency and accountability while affording due process protections to all parties involved.

The first amendment to the disorderly house ordinance requires the City to provide notice to tenants once a formal complaint (e.g. typically a Rule 80(k) action) is filed in court against the landlord/owner for enforcement of the ordinance. The tenants would receive notice of the complaint by posting at the premises or regular mail. Following receipt of said notice, tenants would be allowed to join in the matter as interested parties. This provision is important to protect the rights of all tenants, especially those tenants that may not have contributed to the incidents that gave rise to the designation of the property as a disorderly house but may be impacted by the relief granted by the Court.

The second amendment requires the City to provide all tenants of the building with “reasonable written notice of said condemnation or posting against occupancy.” With regard to enforcement against disorderly houses involving an immediate threat to the health and safety of the tenants, the City may be required to move forward with condemnation of the property. The proposed amendment will allow tenants adequate time to seek alternate housing or retain counsel if additional relief is required.

This item must be read on two separate days. This is its first reading.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 18, 2018

The Portland City Council will hold a regular City Council Meeting at 5:30 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

Arts in the Chamber, Allan Monga, Poet

SPECIAL MEETING OF THE PORTLAND DEVELOPMENT CORPORATION

A Special meeting of the Portland Development Corporation will be held by the City Council on June 18, 2018, at 5:30 p.m. in City Council Chambers to request modifications to the guidelines for the Business Assistance Program for Job Creation (BAP).

**Order 250-17/18
(Tab 1)**

Order Amending the Portland Development Corporation's Business Assistance Program for Job Creation Guidelines – Sponsored by Tim Agnew, President, Portland Development Corporation Board.

The Portland Development Board met on May 31, 2018 and voted unanimously (7-0) to forward the proposed amendments to the City Council with a recommendation for passage.

The PDC will shortly launch the fifth round of the BAP accepting applications from Portland businesses seeking grants to create jobs for low/moderate income individuals. Before doing so, the PDC would like to modify the program guidelines so that it has stronger and clearer criteria to consider when making its decisions on which applications to award job grants.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 2) June 4, 2018 Draft Regular City Council Meetings Minutes

PROCLAMATIONS:

Proc 39-17/18 (Tab 3) Proclamation Honoring Deering High School Student Allan Monga for becoming Maine’s 2018 Poetry Out Loud Champion and Representing Maine in the National Finals in Washington D.C. – Sponsored by Councilor Pious Ali.

Proc 40-17/18 (Tab 4) Proclamation Honoring Deering High School Staff and Students for Supporting Student Allan Monga in His Quest to Compete in the Poetry Out Loud Competition – Sponsored by Councilor Pious Ali.

APPOINTMENTS:

Order 251-17/18 (Tab 5) Order Appointing Members to Various Board and Committees – Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair.

Landmark Commission	Expiration
*Kara Wooldrik	06/30/2021
*Andrew Butcher	06/30/2021
Patrizia Baily	06/30/2021
Parks Commission, Friends of Deering Oaks	
*Marie Gray	06/30/2021
Parks Commission	
Nathan Robbins	06/30/2021
Craig Lapine	06/30/2021
Cynthia Loebenstein	06/30/2021
*Ana Lagunez	06/30/2021
Civil Service Police Citizen Review Subcommittee	03/30/2021
*Maria Testa	
Portland Public Art Committee	
*Kifah Abdulla	06/30/2021
*Jess Lipton	06/30/2021
James Cradock	06/30/2021
Civil Service Employment Subcommittee	
*Elaine Edwards	06/30/2021
Margery Niblock	06/30/2021
*New board and commissions members	

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 252-17/18 (Tab 6) Order Declaring July 4, 2018 the July 4th Fireworks Festival – Sponsored by Jon P. Jennings, City Manager.

This order declares Wednesday, July 4, 2018, the July 4, 2018 Fireworks Festival. Rain date will be on Thursday, July 5, 2018.

This year's festival runs from 10:00 a.m. to 10:00 p.m. and will include food and entertainment vendors and a 25-minute fireworks display. Street closures are included in the agenda backup.

Five affirmative votes are required for passage after public comment.

LICENSES:

Order 253-17/18 (Tab 7) Order Granting Municipal Officers' Approval of Bujabelle LLP dba Bujabelle. Renewal application for an Entertainment with Dance at 249 St John Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Original application was filed on 3/8/2017. Applicant holds a current Class XI License with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

Order 254-17/18 (Tab 8) Order Granting Municipal Officers' Approval of Portland Harbor Hotel Associates dba Portland Harbor Hotel. Renewal application for an Entertainment without Dance at 468 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Renewal application was filed on 5/23/2018. Applicant holds a current Class I-A FSE 40+ Rooms License with Entertainment without Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

Order 255-17/18 (Tab 9) Order Granting Municipal Officers' Approval of Oxbow Brewing Company LLC dba Oxbow Brewing Co. Renewal application for an Entertainment with Dance at 49 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Renewal application was filed on 5/3/2018. Applicant holds a current Class A Lounge License with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

**Order 256-17/18
(Tab 10)**

Order Granting Municipal Officers' Approval of Illmadic LLC dba Illmadic. Application for a Class A Lounge at 41 Fox Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/24/2018. New City and State applications. Location was formerly One Eye Open Brewing Co.

Five affirmative votes are required for passage after public comment.

**Order 257-17/18
(Tab 11)**

Order Granting Municipal Officers' Approval of TOC Industries dba The Escape Room. Application for a Class III & IV at 492 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/25/2018. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 258-17/18
(Tab 12)**

Order Granting Municipal Officers' Approval of Nguoi Dep LLC dba Cong Tu Bot. Application for Outdoor Dining on Public Property at 57 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/25/2018. New City application. Applicant currently holds a Class I License.

Five affirmative votes are required for passage after public comment.

**Order 259-17/18
(Tab 13)**

Order Granting Municipal Officers' Approval of TRL, LLC dba 371. Application for a Class III & IV at 371 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/29/2018. New City and State applications. This is a new owner of an existing business.

Five affirmative votes are required for passage after public comment.

**Order 260-17/18
(Tab 14)**

Order Granting Municipal Officers' Approval of BBS Enterprises, Inc dba 66S Fusion. Application for a Class I FSE at 425 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/29/2018. New City and State Applications.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

Resolve 11-17/18 (Tab 15) Resolution Honoring the Gift of Scholarships from the Late Raymond W. Allen, Jr. – Sponsored by Jon P. Jennings, City Manager.

This Resolve is a joint resolution between the Portland Board of Public Education and the Portland City Council. Raymond W. Allen, Jr., who died on September 4, 2015, was born in the 1920s, when he was taken in by a kind woman named Mabel C. Anderson, who was the mother of a friend of his mother. During his energetic life, with more than 20 years spent teaching mathematics at Portland High School, Mr. Allen became known for his generosity and kindness. He gave Christmas presents to the children of his neighbors on Valley Street, supported some in college, and showed many how to use “the next big thing,” a computer, which he bought for Portland High School. His devotion to others led to his creating a scholarship fund called the Mabel C Anderson Scholarship Fund. His frugal life led to a large amount of savings, most of which he poured into that fund, on his death.

This year, that fund totaled \$1,190,733.62, and a total of six \$8,000 scholarships were awarded in 2016, 2017 and in 2018. This Resolve honors Mr. Allen’s generosity to the past, present and future students of Portland High School who will be helped in their science and math studies in college by these scholarships. This Resolution will be taken up at the June 19, 2018 Regular Meeting of the Portland Board of Public Education.

Five affirmative votes are required for passage after public comment.

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

UNFINISHED BUSINESS:

Order 242-17/18 (Tab 16) Order Expanding the Geographic Area of the Portland Downtown - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on May 15, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

City Council authorization of the expansion of the Portland Downtown (PD) business improvement district and annual documents are needed for the continued operation of PD.

This includes: (1) Authorizing the proposed expansion; (2) Adopting Development Program for the PD for FY2019; (3) Assessing Maintenance and Implementation Assessments in the PD District for FY2019; (4) authorizing the Master Agreement for work to be done by PD; and (5) authorizing the Supplemental Services Agreement for work to be done by the City.

PD's FY2019 budget is funded from special assessments on all real estate in the current and/or expanded District to fund the PD development program expenses for FY2019.

The mill rate to raise this assessment is \$1.11 cents per \$1,000 of property value for the current district, or a total FY2019 budget of \$932,702. Should the City Council approve of the district expansion, this mill rate would be reduced to \$1.03 per \$1,000 of property value for both the current and expanded area, or a total FY2019 budget of \$962,162. The prior mill rate of \$.92 per \$1,000 of property value had been the same rate for the past nine (9) years.

Included in the City Council meeting packet is PD's 2018/2019 work plan, along with the Supplemental Services Agreement between PD and the City to contract with the City to provide specified Police public safety services and Public Works services to support downtown cleanliness such as sidewalk snow plowing and sweeping and Summer clean-up.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

Orders 243-17/18, 244-17/18, 245-17/18 below are companion orders to Order 242-17/18.

**Order 243-17/18
(Tab 17)**

Order Adopting Development Program for Portland Downtown for Fiscal Year 2018-2019 - Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 244-17/18
(Tab 18)**

Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2018-2019 – Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 245-17/18
(Tab 19)**

Order Approving and Authorizing the Fiscal Year 2019 Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 246-17/18
(Tab 20)**

**Amendment to Portland City Code Chapter 19 and Chapter 28
Re: Paying for Street Parking with an App – Sponsored by Jon P. Jennings, City Manager**

This amendment will allow people to pay at parking meters with a mobile payment app, which will also notify them when their parking session is about to expire, so they can extend their time at the meter without physically going to the meter, up to the two-hour maximum.

This item must be read on two separate days. It was given first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 247-17/18
(Tab 21)**

Amendment to Portland City Code Chapter 14 Re: Affordable Housing – Sponsored by the Planning Board, Sean Dundon, Chair.

The Housing Committee and Mayor Strimling asked the Planning Board to consider proposed amendments to Division 30 Affordable Housing of the Land Use Code and to make a recommendation to the City Council regarding the proposals. The Housing Committee took up four proposals, two from staff and two from Mayor Strimling, at their November 3 and 17 meetings and forwarded them to the Planning Board for their input:

A proposal from Mayor Strimling to increase the inclusionary zoning requirement from 10% to 20% (forwarded without a positive recommendation);

A proposal from Mayor Strimling to lower the income levels for affordable units from “workforce” to “low income (forwarded without a positive recommendation);

A proposal from staff to require that projects that provide units on- or off-site make a fee-in-lieu payment for any fractional units required (forwarded with a positive recommendation); and

A proposal from staff to eliminate the current sunset provision in the ordinance (forwarded without a positive recommendation.)

The Planning Board held a workshop on February 13 and a public hearing on May 8, 2018. After their hearing and discussion, the Board voted as follows:

To recommend an amendment to the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on site.

To recommend an amendment to the Inclusionary Zoning Ordinance to remove the sunset clause.

Not to recommend the Mayor's proposal to amend the Inclusionary Zoning Ordinance to increase the percentage of mandatory affordable units from 10% to 20%, which was not recommended by the Planning Board.

Not to recommend the Mayor's proposal from the Mayor to amend the Inclusionary Zoning Ordinance to change the current workforce housing requirement to a low-income housing requirement.

In addition, the Board recommends the amendments prepared by staff (attachment 1 in the agenda backup) that are clarifying or housekeeping amendments.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 248-17/18
(Tab 22)**

**Amendment to Portland City Code Chapter 14 Re: Street Access
- Sponsored by the Planning Board, Sean Dundon, Chair.**

The Planning Board met on May 17, 2018, and voted unanimously (6-0, Whited absent) to forward this item to the City Council with a recommendation for passage.

Section 14-403 Street Access is contained within Division 24, Use Regulations and Exceptions of the Land Use Code. It applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits.

The goals of the text amendments are to increase the predictability and clarity of Section 14-403 while managing the competing needs of new housing construction, sustainability of infrastructure, and public safety. Maintenance of public roadways and related infrastructure is a significant expense for the City and one where our priority must be addressing deferred maintenance and existing needs.

As required by the Portland's Plan 2030, the city must try to find a balance between the sometimes competing needs of a sustainable, equitable, secure and connected community. The proposed amendments, unanimously recommended by the Planning Board, seek to achieve that balance by allowing development on undersized built streets that meet minimum standards for emergency services and to continue to require undeveloped streets to be improved to meet current city street standards.

The substance of proposed amendments remains consistent with current policy, while seeking to simplify and clarify the regulations.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

**Order 249-17/18
(Tab 23)**

**Amendment to Portland City Code Chapter 25. Streets, Sidewalks, and
and Other Public Places Article VIII. Removal of Snow and Ice -
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

The Sustainability and Transportation met on April 23, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The proposed amendments enhance the ability of City staff to enforce provisions of City Code that require the owners of property abutting sidewalks and ADA ramps to make them safe for pedestrian use by clearing accumulations of snow and ice. The specifically define the responsibilities of commercial property owners to create and maintain passage 4 feet wide within 12 hours after snow ceases to fall. Residential property owners must create and maintain passage 4 feet wide 18 hours after City snow clear efforts end. The ordinance contains escalating penalties for non-compliance that reach \$1000 for commercial property owners and \$250 for residential property owners.

Any property owner who commits three offenses in one winter season may be declared a repeat offender and the City may act to remove snow immediately after snow has ceased to fall and to recover costs from the property owner.

This item must be read on two separate days. It was given a first reading on June 4, 2018. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 261-17/18
(Tab 24)**

**Order Accepting Fiscal Year 2018 Annual Report and 2019 Budget
Plan of the Portland Public Art Committee – Sponsored by the
Portland Public Art Committee, Julia Kirby, Chair.**

The Portland Public Art Committee met on May 16, 2018 and voted unanimously (6-0) to forward this item to the City Council with a recommendation for passage.

The Portland Public Art Ordinance requires the Portland Public Art Committee to make an Annual Report to the Council to present an Annual Public Art Plan with proposed budget for the Council's consideration.

Five affirmative votes are required for passage after public comment.

**Order 262-17/18
(Tab 25)**

Order Approving Ground Lease Agreement with Duluth Holdings, Inc. - Sponsored by Jon P. Jennings City Manager.

The Portland International Jetport is requesting approval for a non-aeronautical ground lease of 0.3 acres of Jetport land west of the intersection of Maine Mall Road and Western Avenue. This land has been approved for a non-aeronautical use lease by the Jetport and the FAA. Duluth Holdings, Inc. is constructing a retail store adjacent to the proposed ground lease and will use the leased land for a parking lot. The terms of the lease are outlined below.

- **Lease Term:** Fifteen (15) years with option to extend for four (4) additional five (5) year terms providing a maximum lease term of thirty five (35) years.
- **Rate:** Duluth Holdings, Inc. will pay annual rent of \$6,700 per year. The rent will increase by 10% every five years.
- **Area:** The leased area is approximately 0.3 acres.
- **Permitted Use:** Construction and operation of a parking lot for use in connection with Duluth Holdings, Inc.'s adjacent retail store.

Five affirmative votes are required for passage after public comment.

**Order 263-17/18
(Tab 26)**

Order Accepting and Adopting the 2018 Housing Trust Fund Annual Plan - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on May 23, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The Housing Trust fund is established by Section 14-489 of the City's Code of Ordinances. Section 14-489 (e) states that "the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action.

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". At this time, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, fee-in-lieu contributions from the Inclusionary Zoning Ordinance, revenue from the Short Term Rental Registration Program, and other funding resources under Council consideration.

Five affirmative votes are required for passage after public comment.

**Order 264-17/18
(Tab 27)**

Order Proposing the Discontinuance of Public Easement on Lancaster Street – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on June 5, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

On October 2, 2017, the City Council approved the Purchase and Sale Agreement with Tom Watson of Watson & Co., LLC (“Purchaser”) for its purchase of approximately 1.25 acres of land located at 82 Hanover Street for the purchase price of \$2,350,000. The Purchase and Sale Agreement is included in the agenda backup.

The Purchaser then submitted a Site Plan application to the Portland Planning Board, which was approved on May 17, 2018. All site plan improvements proposed for the Lancaster Street right-of-way were conditioned upon the discontinuance of the public easement and the provision of a 10-foot wide public pedestrian easement to provide midblock permeability. The 10-foot wide pedestrian easement will be located on the 82 and 44 Hanover Street property line – 5 feet on 82 Hanover Street and 5 feet on 44 Hanover Street. The 30-foot wide utility easement will be retained and will restrict development activity within the utility corridor.

The approved Site Plan and project includes adaptive reuse of the 1940 Department of Public Works building with retail, restaurant, bar/eatery, brewery, fitness center, office space, and the following improvements: 39 newly paved parking spaces with landscaping, new concrete sidewalks, street trees, and lights along Parris and Hanover Streets. The site plan also includes outdoor seating areas within the Lancaster Street right-of-way and a 10' wide public pedestrian easement to provide midblock permeability.

At tonight's meeting on June 18, the City Council will vote on the Order Proposing the Discontinuance of a Public Easement on Lancaster Street, which is found in the back up material. This order, if approved, will be posted in the Clerk's Office. The purpose of this order is, again, simply to propose the discontinuance. After the vote on to propose the discontinuance and to post the notice in the Clerk's office, the Council will take public comment on the proposal. Then, at its meeting on July 16, the City Council will vote on the Order of Discontinuance of a Public Easement on Lancaster Street. That vote, if in the affirmative, will finally approve the discontinuance of the public easement. Public comment is not required on July 16 but is, of course, permitted at the Council's discretion.

Five affirmative votes are required for passage.

**Order 265-17/18
(Tab 28)**

Order Appropriating \$1,850,000 for Improvements to the Portland International Jetport Passenger Terminal – Sponsored by Jon P. Jennings, City Manager.

The Portland International Jetport is requesting an appropriation from its unrestricted fund balance to make further improvements as it responds to significant passenger growth this year. Outbound capacity is up 109,000 seats or 17% in the 2nd and 3rd quarters. The Jetport completed a significant expansion in 2012, which greatly improved the passenger experience; this was followed by a \$3.975 million appropriation by the Council for passenger terminal improvements last year which are now currently underway.

In 2017, the Jetport was awarded the best airport under 2 million passengers in North America for service under the Airport Council International’s Airport Service Quality program. In order to maintain this level of service with rising passenger counts it is critical that infrastructure investments at the Jetport continue. This appropriation is proposed to fund the following infrastructure improvements.

Terminal Building Improvements	\$ 1,260.00
Parking Facility Improvements	\$ 265,000
Site Improvements:	
Roadwalk, Sidewalk, and Directional Sign Renovations	\$ 50,000
Phase 1 Funding for Trail Along Yellow Bird Road	\$ 50,000
Ground Service Equipment Storage Structure	\$ 130,000
Passenger Boarding Ramp	<u>\$ 75,000</u>
Total	\$1,850,000

This item must be read on two separate days. This is its first reading.

**Order 266-17/18
(Tab 29)**

Order Amending the Bayside Tax Increment Financing District to Support the Establishment of an Affordable Housing District for the 178 Kennebec Street Elderly Affordable Housing Project – Sponsored by the Economic Development, Councilor Justin Costa, Chair.

This item will be presented to the Economic Development Committee on June 19, 2018 for its recommendation and vote to the City Council.

City Council approval is proposed to amend the Bayside TIF District to establish an Affordable Housing TIF District for the 178 Kennebec Street elderly affordable housing project.

This item must be read on two separate days. This is its first reading.

**Order 267-17/18
(Tab 30)**

Order Designating 178 Kennebec Street Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

Maine Workforce Housing (MWH) is proposing to construct 46 1-bedroom units for seniors (55+) on a site located at 178 Kennebec Street. MWH is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$96,305 annually over 30 years.

The developer has requested two forms of financial assistance.

(1) HOME funds request: \$400,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(2) Tax Increment Financing (TIF) request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$96,305, with an estimated total of \$2,889,164 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable, with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$93,095. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo. Maine Workforce Housing is proposing to construct 46 1-bedroom units for seniors (55+).

The development will include:

178 Kennebec Street		
1-Bedroom Units (46)	at or below 40% area median income	0
	at or below 50% area median income	15
	at or below 60% area median income	21
	Market Rate	10
Total Units		46

As stated in the developer’s application, the project:

“...includes ground-level retail and/or artist studio space with 46 units of housing on the upper floors. The housing will be rental; all 1-bedroom units, set aside for households whose head of household is aged 55+.

“We expect the income mix targeted for this development will be 22% market rate, and 78% affordable (aimed at those at or below 60% of the area median income), creating economic diversity both in the building and in the neighborhood.”

The developer will submit an application with MaineHousing’s Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is included in the. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

This item must be read on two separate days. This is its first reading.

**Order 268-17/18
(Tab 31)**

Order Approving and Authorizing the City Manager to Enter into The Credit Enhancement agreement with 100 Parris Street, LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

This is a companion order to Order 267-17/18 above.

This item must be read on two separate days. This is its first reading

**Order 269-17/18
(Tab 32)**

Order Designating 977 Brighton Avenue Apartments Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on May 22, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to construct 40 1-bedroom units for seniors (55+) on a site they own located at 977 Brighton Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value currently estimated at an average \$65,150 annually over 30 years.

AHDC has requested two forms of financial assistance.

(1) HOME funds request: \$300,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(2) Tax Increment Financing request: If approved, the AH TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$65,150, with an estimated total of \$1,954,486 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable with an estimated annual assessment of \$3,200,000 and estimated annual taxes of \$69,280. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The development will include:

977 Brighton Avenue		
1-Bedroom Units (40)	at or below 50% area median income	24
	at or below 60% area median income	10
	Market Rate	6
Total Units		40

Eight (8) units will have project based rental assistance. As stated in the developer's application:

"The 0.73 acre site currently contains a single-family home and a garage, both of which will be demolished and cleared prior to construction. The project consists of one 4-story building, placed at the front of the property so as to create maximum active street frontage. There will also be a parking lot of 32 cars and an external gathering area or patio for residents. Vegetative screening will be used to create a level of privacy for residents."

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

AH TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

This item must be read on two separate days. This is its first reading.

**Order 270-17/18
(Tab 33)**

Order Approving and Authorizing the City Manager to Enter into the Credit Enhancement Agreement with Avesta 977 Brighton LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor Justin Costa, Chair.

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and the Economic Development Committee (3-0) voted to forward this item to the City Council with a recommendation for passage.

This order is a companion to Order 269-17/18 above.

This item must be read on two separate days. This is its first reading.

AMENDMENTS:

**Order 271-17/18
(Tab 34)**

Amendment to Portland City Code Chapter 6 Re: Disorderly Houses – Sponsored by the Housing Committee, Council Jill C. Duson, Chair.

The Housing Committee met on April 25, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The Police Department requests the amendment of the disorderly house ordinance (City Code of Ordinances, Section 6-202) to provide notice to tenants when the enforcement of the disorderly house ordinance against the landlord may impact the interests of the tenants. Providing notice will ensure transparency and accountability while affording due process protections to all parties involved.

The first amendment to the disorderly house ordinance requires the City to provide notice to tenants once a formal complaint (e.g. typically a Rule 80(k) action) is filed in court against the landlord/owner for enforcement of the ordinance. The tenants would receive notice of the complaint by posting at the premises or regular mail. Following receipt of said notice, tenants would be allowed to join in the matter as interested parties. This provision is important to protect the rights of all tenants, especially those tenants that may not have contributed to the incidents that gave rise to the designation of the property as a disorderly house but may be impacted by the relief granted by the Court.

The second amendment requires the City to provide all tenants of the building with “reasonable written notice of said condemnation or posting against occupancy.” With regard to enforcement against disorderly houses involving an immediate threat to the health and safety of the tenants, the City may be required to move forward with condemnation of the property. The proposed amendment will allow tenants adequate time to seek alternate housing or retain counsel if additional relief is required.

This item must be read on two separate days. This is its first reading.

*Order 250-17/18
Tab 1 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AMENDING THE PORTLAND DEVELOPMENT CORPORATION'S
BUSINESS ASSISTANCE PROGRAM FOR JOB CREATION GUIDELINES**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the PDC, hereby amends the guidelines for its Business Assistance Program for Job Creation to create clear and strong criteria to determine which applicants are awarded grants, as detailed in the form attached hereto.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Greg Mitchell, Economic Development Director
Nelle Hanig, Business Programs Manager

DATE: June 1, 2018

SUBJECT: Portland Development Corporation's (PDC) Recommended Modifications to Guidelines for the Business Assistance Program for Job Creation (BAP)

SPONSOR: Tim Agnew, President/PDC Board
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
One reading/Final action: June 18, 2018

Can action be taken at a later date: ___ Yes ___ X ___ No (If no why not?) The new round of the Program will be launched in July, when the new CDBG funding becomes available.

PRESENTATION: (List the presenter(s), type and length of presentation)

Presenter: Greg Mitchell, Economic Development Director
Time: 5 minutes

I. ONE SENTENCE SUMMARY: The Portland Development Corporation (PDC) is recommending modifications to the guidelines for the Business Assistance Program for Job Creation (BAP) that will provide a stronger framework to guide the PDC's decisions on which applications best merit grant awards.

II. AGENDA DESCRIPTION: The PDC will shortly launch the fifth round of the BAP accepting applications from Portland businesses seeking grants to create jobs for low/moderate income individuals. Before doing so, the PDC would like to modify the program guidelines so that it has stronger and clearer criteria to consider when making its decisions on which applications to award job grants.

The PDC Board reviewed the proposed amendments at its May 31, 2018, meeting and voted unanimously (7-0) to forward them to the City Council with a recommendation for approval.

III. BACKGROUND: The BAP provides matching grants to Portland businesses for the creation of full-time jobs for low/moderate income individuals. The grants are \$10,000 per job up to a maximum of \$20,000 per business, and matched dollar for dollar by the business. The applicant pool has been growing over the years as the Program has become well-known in Portland. This is prompting the need for enhanced criteria to guide the PDC Board's decisions to award its limited funding for BAP grants.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: The intended result is more effective criteria to better guide the PDC Board's decisions on BAP grant awards.

V. FINANCIAL IMPACT: There will be no financial impact other than the PDC providing grants from the CDBG award of \$145,000 the Council recently approved to recapitalize the Business Assistance Program for Job Creation.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION: The proposed modifications to the BAP guidelines will provide a clearer set of criteria from which the PDC board will make their decisions on which businesses best merit job grants. The PDC is now receiving multiple applications for job grants that far exceed the funds in the Program budget. While all applicants being considered for job grants will meet the Program's Eligibility Requirements, the expanded Application Review Criteria/Preferences will provide a greater framework for grant award decisions. The completely new or reworked criteria being proposed include the following:

- Job training for new hire(s) in a marketable skill;
- Potential for job advancement within the company or elsewhere;
- Demonstrated need for grant funds to create job(s);
- Quality of compensation and benefits package.

The one new Eligibility Requirement is as follows:

- Wages paid to new hire(s) exceeds Portland's minimum wage.

VII. RECOMMENDATION: The Portland Development Corporation Board and Staff recommend the proposed modifications to the BAP guidelines as noted in the redlined version of the attached guidelines.

VIII. LIST ATTACHMENTS

- Proposed modifications to BAP in redlined version of its guidelines;
- Clean version of BAP guidelines with proposed modifications.

Prepared by: Nelle Hanig

Date: 6/1/2018

Tab 2 - 6-18-18

IN COUNCIL REGULAR MEETING JUNE 4, 2018 VOL.133 PAGE 223

ROLL CALL: Mayor Strimling called the meeting to order at 5:30 P.M. (All Councilors Present).

ANNOUNCEMENTS:

RECOGNITIONS:

**Arts in the Chamber, The Portland Piano Trio
Annie Antonacos, Tracey Jasas-Hardel, and Ben Noyes**

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Ray and seconded by Councilor Batson for approval of the minutes of May 21, 2018 Regular City Council Meeting. Passage 9-0.

PROCLAMATIONS:

Proc 36-17/18 Proclamation Honoring Officer Brent Ross as Police Officer of the Month for April 2018 – Sponsored Mayor Ethan K. Strimling.

Proc 37-17/18 Proclamation Honoring Caitlin Cameron, Planning and Urban Development Department, as Employee of the Month, for May 2018 – Sponsored by Mayor Ethan K. Strimling.

Proc 38-17/18 Proclamation Recognizing June as LGBTQ+ Pride Month – Sponsored by Councilor Pious Ali, Mayor Ethan K. Strimling, Councilor Belinda Ray, Councilor Spencer Thibodeau, Councilor Brian Batson, Councilor Justin Costa, Councilor Kimberly Cook, Councilor Jill Duson, and Councilor Nicholas M. Mavodones, Jr.

APPOINTMENTS:

Order 226-17/18 Order Appointing Constables for 2018 Re: Department of Public Safety, Portland Housing Authority, and Department of Parks, Recreation and Facilities – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage as an emergency. Passage 9-0.

CONSENT ITEMS:

- Order 227-17/18** **Order Declaring Craft Brew Race Festival 2018 – Sponsored by Jon P. Jennings, City Manager.**
- Order 228-17/18** **Order Declaring August 10, 11 and 12, 2018 the 93rd Annual St. Peter's Bazaar and Italian Street Festival – Sponsored by Jon P. Jennings, City Manager.**
- Order 229-17/18** **Order Declaring July 6 to August 24, 2018 the Friends of Deering Oaks Concert Series Festival – Sponsored by Jon P. Jennings.**
- Order 230-17/18** **Order Re: Residential Parking Permit Extension – Sponsored by Jon P. Jennings, City Manager.**

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage of the consent items. Passage 9-0.

LICENSES:

- Order 231-17/18** **Order Granting Municipal Officers' Approval of UBQ, LLC dba Uncle Billy's Bar-B-Que. Application for a Class I FSE at 539 Deering Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**
- Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 9-0.
- Order 232-17/18** **Order Granting Municipal Officers' Approval of Baharat, LLC dba Baharat. Application for Outdoor Dining on Public Property at 91 Anderson Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**
- Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 8-0, (Cook out).
- Order 234-17/18** **Order Granting Municipal Officers' Approval of Battery Steele LLC dba Battery Steele Brewing. Application for Outdoor Dining on Private Property at 1 Industrial Way, Unit 12 – Sponsored by Michael Russell, Director of Permitting and Inspections.**

IN COUNCIL REGULAR MEETING JUNE 4, 2018 VOL.133 PAGE 225

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage. Passage 8-0, (Cook out).

Order 235-17/18 **Order Granting a Municipal Officers' Approval of Rosetta Iannaccone dba The 5 Spot. Application for a Class III & Class IV FSE with Entertainment without Dance at 935 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 8-0, (Cook out).

Order 236-17/18 **Order Granting a Municipal Officers' Approval of Lacazzima Inc dba Pizzarino. Application for a Class I FSE with Outdoor Dining on Public Property at 505 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 9-0.

Order 237-17/18 **Order Granting Municipal Officers' Approval of Belleville LLC DBA Belleville. Application for a Class III & Class IV FSE with Outdoor Dining on Public Property at 1 North Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 9-0.

Order 238-17/18 **Order Granting Municipal Officers' Approval of Greenlight Playspace and Café dba Greenlight Studio. Application for a Class III & Class IV FSE at 49 Dartmouth Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Ray and seconded by Councilor Batson for passage. Passage 9-0.

Order 239-17/18 **Order Granting Municipal Officers' Approval of Bourbon Ventures, LLC dba Branchwater. Application for a Class XI FSE at 52 Wharf Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Ray and seconded by Councilor Batson for passage. Passage 9-0.

Order 240-17/18 **Order Granting Municipal Officers' Approval of Blue Lobster Urban Winery LLC dba Blue Lobster Urban Winery. Application for Outdoor Dining on Public Property at 219 Anderson Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 9-0.

Order 241-17/18 **Order Granting Municipal Officers' Approval of Fizz LLC dba Vena's Fizz House. Application for an expansion of Outdoor Dining on Public Property at 345 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Motion was made by Councilor Ray and seconded by Councilor Costa for passage. Passage 9-0.

BUDGET ITEMS:

COMMUNICATIONS:

Com 18-17/18 **Communication Re: Results of the Municipal Greenhouse Gas House Inventory for 2016 – Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.**

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 219-17/18 **Amendment to Portland City Code Chapter 2 Re: Term Limit Removed for Board of Harbor Commissioners - Sponsored by the Legislative/Nominating Committee – Sponsored by Councilor Pious Ali, Chair.**

This item was given a first reading on May 21, 2018.

Motion was made by Councilor Duson and seconded by Councilor Batson for passage. Passage 9-0.

Order 220-17/18 **Amendment to Portland City Code Chapters 2 and 15 Re: Ending Collection of Past Due Personal Property Tax from Subsequent Property Owners – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

It was given a first reading on May 21, 2018.

Motion was made by Councilor Costa and seconded by Councilor Duson for passage. Passage 9-0.

Motion was made by Councilor Mavodones and seconded by Councilor Costa to commence after 10:00 P.M. Passage 9-0.

Order 221-17/18 **Amendment to Portland City Code Chapter 14 Re: Adding a New Section 14-140.5 (Munjoy Hill Conservation Overlay District) Replacing the Existing Section 14-140.5 (Munjoy Hill Interim Planning Overlay District) - Sponsored by the Planning Board, Sean Dundon, Chair.**

It was given a first reading on May 21, 2018

Motion was made by councilor Ray and seconded by Councilor Cook to Amend Order 221 In section 14-140.5 (d) 1. (a) by adding “except that flat roofs are permitted in buildings of 3 or more units”, and adding “also” in the next sentence.

Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Duson to amend Order 221 by adding in section 14-140.5 (b) “Where this Section imposes a standard that differs from the standards contained in Articles III, IV, and V of Chapter 14, the City of Portland Design Manual or City of Portland Technical Manual, the standards in this section shall control.” By adding in section (c) after following dimensional “standards “and adding after supersede “dimensional standards “and by adding in section (d) after the word standards “shall apply in the District” and by adding after conflicting “designs”. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Duson to amend Order 221 in section Maximum Height by striking out “ or for developments” and “on lots over 2000sf. This” and adding “Workforce units shall be no smaller than 50% of the average size of the other units in the development, must, meet the definition for such units” for passage. Passage 8-1(Cook).

IN COUNCIL REGULAR MEETING JUNE 4, 2018 VOL.133 PAGE 228

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Councilor Cooks amendment #4 by striking out Minimum Front Yard Setback. Passage 9-0.

Motion was made by Councilor Cook and seconded by Councilor Duson for passage as amended. Motion failed 4-5 (Duson, Mavodones, Ali, Ray, Thibodeau).

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Order 221 section 2 (b) by adding "significantly" for passage. Motion failed 2-7 (Duson, Ali, Costa, Ray, Thibodeau, Batson, Strimling).

Motion was made by Councilor Cook and seconded by Councilor Ray in section 2. by adding (c) It retains at least 75 % of the original exterior finishes; Motion failed 0-9 (Duson, Mavodones, Cook, Ali, Costa, Ray, Thibodeau, Batson, Strimling.)

Motion was made by Councilor Cook and seconded by Councilor Batson to amend Order 221 by striking out section e and adding "(d)" and by adding "the original" for passage. Motion failed 1-8, (Duson, Mavodones, Ali, Costa, Ray, Thibodeau, Batson, Strimling).

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Order 221 in section 3 by striking out the word "and" just before (d) and by adding a new section (e) "and buildings designated as non-contributing according to the attached map as prepared by Portland Landmarks".

Motion was made by Councilor Thibodeau and seconded by Councilor Duson to call the question. Passage 8-1 (Strimling).

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Order 221 in section 3 by striking out the word "and" just before (d) and by adding a new section (e) "and buildings designated as non-contributing according to the attached map as prepared by Portland Landmarks". Motion failed 1-8 (Duson, Mavodones, Ali, Costa, Ray, Thibodeau, Batson, Strimling).

Motion was made by Councilor Cook and seconded by Councilor Duson to amend Order 221 in section 4 (a) (iii) by striking the word "may" and adding the word "shall". Motion failed 4-5 (Duson, Ali, Costa, Thibodeau, Batson.)

IN COUNCIL REGULAR MEETING JUNE 4, 2018 VOL.133 PAGE 229

Motion was made by Councilor Cook and seconded by Councilor Batson by amending Order 221 by changing in section 5 and 5 (b) 18 months to 12 months for passage. Passage 6-3 (Ray, Duson, Strimling).

Motion was made by Councilor Cook and seconded by Councilor Batson to amend Order 221 by adding section 8. "subsection (e) that a Demolition review shall be reported to the City Council annually as a communication. Passage 8-1 (Ray).

Motion was made by Councilor Cook and seconded by Councilor Batson for passage as amended and as an emergency. Passage 8-1(Cook)

Order 222-17/18 Amendment to Portland City Code Chapter 14 Re: Additions to Existing Buildings - Sponsored by the Planning Board, Sean Dundon, Chair.

It was given a first reading on May 21, 2018.

Motion was made by Councilor Costa and seconded by Councilor Duson for passage. Passage 9-0.

Order 223-17/18 Amendment to Zoning Map Re: Munjoy Hill Neighborhood Conservation Overlay District – Sponsored by the Planning Board, Sean Dundon, Chair.

It was given a first reading on May 21, 2018.

Motion was made by Councilor Costa and seconded by Councilor Batson for passage. Passage 9-0.

ORDERS:

Order 242-17/18 Order Expanding the Geographic Area of the Portland Downtown - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

This is its first reading.

Order 243-17/18 Order Adopting Development Program for Portland Downtown for Fiscal Year 2018-2019 - Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

IN COUNCIL REGULAR MEETING JUNE 4, 2018 VOL.133 PAGE 230

Order 244-17/18 Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2018-2019 – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

Order 245-17/18 Order Approving and Authorizing the Fiscal Year 2019 Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

AMENDMENTS:

Order 246-17/18 Amendment to Portland City Code Chapter 19 and Chapter 28 Re: Paying for Street Parking with an App – Sponsored by Jon P. Jennings, City Manager

This is its first reading.

Order 247-17/18 Amendment to Portland City Code Chapter 14 Re: Affordable Housing – Sponsored by the Planning Board, Sean Dundon, Chair.

This is its first reading.

Order 248-17/18 Amendment to Portland City Code Chapter 14 Re: Street Access - Sponsored by the Planning Board, Sean Dundon, Chair.

This is its first reading.

Order 249-17/18 Amendment to Portland City Code Chapter 25. Streets, Sidewalks, and and Other Public Places Article VIII. Removal of Snow and Ice - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

This is its first reading.

Motion was made by councilor Costa and seconded by Councilor Duson for passage. Passage 9-0, 11:30 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

Doc 39- 17/18
Tab 3 6-18-18

**PROCLAMATION
HONORING DEERING HIGH SCHOOL STUDENT ALLAN MONGA FOR
BECOMING MAINE'S 2018 POETRY OUT LOUD CHAMPION AND
REPRESENTING MAINE IN THE NATIONAL FINALS IN WASHINGTON, D.C.**

WHEREAS, Mr. Monga, an asylum seeker from Zambia who came to this country as an unaccompanied minor in 2017, enrolled in Deering High School and discovered a passion for poetry after working with his teachers at Deering; and

WHEREAS, Mr. Monga was encouraged to enter the Poetry Out Loud contest, a national contest sponsored by the National Endowment for the Arts and the Poetry Foundation, for which he worked before and after school to hone his performance, working with Deering teachers Margaret Callaghan and Drew Pisani; and

WHEREAS, Mr. Monga won his school, and subsequently regional, Poetry Out Loud competitions with his sensational performances of "America" by Claude McKay, "In the Desert" by Stephen Crane, "She Walks In Beauty" by Lord Byron and "The Song of the Smoke" by W.E.B. Du Bois; and

WHEREAS, Accompanied by supporters, Mr. Monga bested about 9,500 students from across the state to become the Maine state champion; and

WHEREAS, Mr. Monga was denied permission to compete in the national Poetry Out Loud competition in Washington, D.C. in April 2018 because of his immigration status and needed a federal judge to rule that there was no legal basis for excluding him, and

WHEREAS, Mr. Monga won his case, in which he was represented pro bono by the Portland law firm of Drummond Woodsum, and joined by the Portland Public Schools, and

WHEREAS, Mr. Monga, showed grace and maturity despite not advancing to the next round in nationals, saying, "Just being here and experiencing this was like heaven to me."

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council do hereby honor Allan Monga for becoming Maine's 2018 Poetry Out Loud Champion and for his exceptional talent, his courage and his determination to follow his dream, despite all the obstacles in his way.

Signed and sealed this 18th Day of June, 2018

**Ethan K. Strimling, Mayor
City of Portland, Maine**

*Proc 40-17/18
Tab 4 6-18-18*

**PROCLAMATION
HONORING DEERING HIGH SCHOOL STAFF AND STUDENTS FOR SUPPORTING
STUDENT ALLAN MONGA IN HIS QUEST TO COMPETE IN THE POETRY OUT
LOUD COMPETITION**

- WHEREAS,** The Portland Public Schools' Deering High School is the most diverse high schools in the state of Maine and north of Boston, whose students speak more than 50 home languages and come from more than 30 countries on five different continents; and
- WHEREAS,** Deering High School celebrates its diversity as an asset and strives to ensure that all students there have the opportunity to learn and develop to their full potential; and
- WHEREAS,** When student Allan Monga, an asylum seeker from Zambia who enrolled as a junior at Deering in the fall of 2017, discovered he had a passion for poetry thanks to his teachers, Margaret Calhhan and Andrew Pisani, who devoted themselves to coaching him to compete in the Poetry Out Loud competition, a national poetry recitation contest; and
- WHEREAS,** After Mr. Monga won the schoolwide and regional Poetry Out Loud competitions, he was initially barred from competing in the state finals because he was not a U.S. citizen or permanent resident, but after advocacy by Deering Principal Gregg Palmer, to the Maine Arts Commission Poetry, Mr. Monga was allowed to compete; and
- WHEREAS,** After Mr. Monga won Maine's 2018 Poetry Out Loud state title in March and was prohibited from representing Maine at the national competition in Washington, D.C. due to his immigration status, Deering staff again supported his efforts to achieve his dream; and
- WHEREAS,** When Mr. Monga won a federal lawsuit allowing him to participate in the nationals, Deering staff and students lined the halls and sent him off with their love and support; and
- WHEREAS,** When Mr. Monga traveled to compete in the National Poetry Out Loud competition, accompanied by his English teacher and poetry coach Ms. Callaghan, she chaperoned him around Capitol Hill and other institutions after he did not advance to the next round.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland and members of the City Council do hereby honor Deering High School staff and students for ensuring that Deering is a welcoming, safe and inclusive place for all students so that they have the opportunity to realize their full potential.

Signed and sealed this 18th day of June, 2018

**Ethan K. Strimling, Mayor
City of Portland, Maine**

Order 251-17/18
Tab 5 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

ORDERED, that the following are hereby appointed to the Boards and Committees indicated for the stated term:

Name	Board or Committee	Term Expires
Kara Wooldrik	Land Bank Commission	06/30/2021
Andrew Butcher	Land Bank Commission	06/30/2021
Patrizia Baily	Land Bank Commission	06/30/2021
Marie Gray	Park Commission, Friend of Deering Oaks	06/30/2021
Nathan Robbins	Park Commission	06/30/2021
Craig Lapine	Park Commission	06/30/2021
Cynthia Loebenstein	Park Commission	06/30/2021
Ana Lagunez	Park Commission	06/30/2021
Maria Testa	Civil Service Police	03/30/2021
	Citizen Review Subcommittee	
Kifah Abdulla	Portland Public Art Committee	06/30/2021
Jess Lipton	Portland Public Art Committee	06/30/2021
James Cradock	Portland Public Art Committee	06/30/2021
Elaine Edwards	Civil Service Employment Subcommittee	06/30/2021
Margery Niblock	Civil Service Employment Subcommittee	06/30/2021



Office of the City Clerk
Katherine L. Jones, CMC

MEMORANDUM

TO: Mayor Ethan Strimling, and Members of City Council
FROM: Katherine L. Jones
DATE: June 4, 2018
RE: Appointments

The Nominating Committee is making the following recommendations to the Various Boards and Committees.

Name	Board and Committee	Expiration
*Wooldrik, Kara	Land Bank Commission	06/30/2021
*Butcher, Andrew	Land Bank Commission	06/30/2021
Baily, Patrizia	Land Bank Commission	06/30/2021
*Gray, Marie	Park Commission, Friend of Deering Oaks	06/30/2021
Robbins, Nathan	Park Commission	06/30/2021
Lapine, Craig	Park Commission	06/30/2021
Loebenstein, Cynthia	Park Commission	06/30/2021
*Lagunez, Ana	Park Commission	06/30/2021
*Testa, Maria	Civil Service Police	03/30/2021
	Citizen Review Subcommittee	
*Kifah Abdulla	Portland Public Art Committee	06/30/2021
*Jess Lipton	Portland Public Art Committee	06/30/2021
James Cradock	Portland Public Art Committee	06/30/2021
*Elaine Edwards	Civil Service Employment Subcommittee	06/30/2021
Margery Niblock	Civil Service Employment Subcommittee	06/30/2021

* Symbolizes new Board and Commission members

Order 252-17/18
Tab 6 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DECLARING JULY 4, 2018
THE JULY 4TH FIREWORKS FESTIVAL**

ORDERED, that the July 4th Fireworks Festival be and hereby is declared for Wednesday, July 4, 2018 from 10:00 a.m. to 10:00 p.m., with a rain date of Thursday, July 5, 2018, in the City of Portland, organized by the City of Portland; and

BE IT FURTHER ORDERED, that the July 4th Fireworks Festival area shall include:

Fore Street at Mountfort Street to Eastern Promenade, Easter Promenade to Washington Avenue, Washington Avenue to Congress Street, and Congress Street at Mountfort Street to Fore Street and the Fort Allen Park area; the Eastern Promenade (including sidewalk areas on both sides of the street) from Morning Street to Loring Memorial near East End Community School, as well as Payson Park area and Baxter Boulevard, in the City of Portland; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 10:00 a.m. to 10:00 p.m. on Wednesday, July 4th (or if necessary on the July 5th rain date):

Eastern Promenade at Morning Street, Wilson Street, Moody Street, and Congress Street, Morning Street at Eastern Promenade, Wilson Street, Moody Street, and Congress Street; and

BE IT FURTHER ORDERED, that the following streets will be closed to vehicular traffic from approximately 3:00 p.m. to 10:00 p.m. on Wednesday, July 4th (or if necessary on the July 5th rain date):

Eastern Promenade at Turner Street and Walnut Street; Morning Street at Turner Street; Emerson Street at Quebec Street and Melbourne Street; and Willis Street at Montreal Street and Walnut Street; and

BE IT FURTHER ORDERED, that all of Munjoy Hill and the Eastern Prom will be closed to traffic (from Washington Avenue up) starting at 4:00 p.m. on Wednesday, July 4, 2018 (or if necessary on the July 5th Rain date):

Mountfort Street at Fore Street and Congress Street; Washington Avenue at Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade. Streets will open again after the fireworks display (at approximately 10:00 p.m.); and

BE IT FURTHER ORDERED, that on-street parking will be restricted from 7:00 a.m. until 1:00 p.m. on Wednesday July 4, 2018 at Eastern Promenade (both sides) from Morning Street to Washington Avenue, Fort Allen Park (both sides), Walnut Street from Eastern Promenade to Washington Avenue, and Mountfort Street from Congress Street to Fore Street (both sides), and these streets will be posted in advance; and

BE IT FURTHER ORDERED, that Cutter Street will be closed to public traffic, including boat launching, on July 4th (or if necessary on the July 5th rain date) beginning at 10 p.m. on the previous day; and

BE IT FURTHER ORDERED, that vehicles in violation of the “no parking” signs in the Festival Area shall be towed at owner’s expense; and

BE IT FURTHER ORDERED, that the July 4th Fireworks Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the City of Portland shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the July 4th Fireworks Festival; and

BE IT FURTHER ORDERED, that the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors the City of Portland has agreed shall participate; and

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Andrew Downs, Director of Public Assembly Facilities Division
DATE: June 1, 2018
RE: July 4th Fireworks

I am requesting that the following order be placed on the June 18th City Council agenda:

**Order declaring Wednesday July 4, 2018, as July 4th Fireworks Festival
(Rain Date: Thursday, July 5, 2018)**

The City has sponsored the July 4th Fireworks and activities on the Eastern Promenade for a number of years, attracting 40,000+ individuals, a large percentage of which are families. *The City of Portland* is the organizer.

This year's Festival will include:

- 25 Minute Fireworks Display
- Food & Entertainment Vendors

The Festival runs from 10:00am – 10:00pm Wednesday July 4, 2018. **(Rain date is Thursday July 5th 2018).**

City of Portland will be responsible for ensuring that all vendors at the festival have complied with appropriate license requirements, including food service and street goods. All Security for the event will be provided by the City of Portland's Parks, Recreation & Facilities Management Department.

Fireworks will be launched from the East End Trail. Trail will need to be closed from Cutter Street to the Water Treatment Plant from 6am until deemed safe by City Staff (approximately 11pm.) In the event of rain, these Trail closings would be in effect on Thursday, July 5th (same times would apply).

In order for the Festival to be held, a portion of the Eastern Promenade (and portion of Munjoy Hill) needs to be barricaded and closed to vehicle traffic.

The Festival area will include:

Fore Street at Mountfort Street to Eastern Promenade, Eastern Promenade to Washington Avenue, Washington Avenue to Congress Street, and Congress Street at Mountfort Street to Fore Street. Festival Area will include the Fort Allen Park area, the Eastern Promenade (including sidewalk areas on both sides of the street) from Morning Street to Loring Memorial near East End Community School, the Payson Park area, as well as Baxter Boulevard area, as many families take in the fireworks display from those areas.

The following streets will be closed to vehicular traffic from approximately 10:00am to 10:00pm, on Wednesday, July 4th (July 5th Rain date): Eastern Promenade at Morning Street, Wilson Street, Moody Street, and Congress Street. Also, Morning Street at Eastern Promenade, Wilson Street, Moody Street, and Congress Street. In the event of rain, these street closings would be in effect for Thursday, July 5th.



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

The following streets will be closed to vehicular traffic from approximately 3:00pm to 10:00pm, on Wednesday, July 4th (July 5th Rain date): Eastern Promenade at Turner Street and Walnut Street; Morning Street at Turner Street; Emerson Street at Quebec Street and Melbourne Street; and Willis Street at Montreal Street and Walnut Street. In the event of rain, these street closings would be in effect for Thursday, July 5th.

All of Munjoy Hill and the Eastern Prom will be closed to traffic (from Washington Avenue), starting at 4pm on Wednesday July 4th (July 5th Rain date). Street closures include Mountfort Street at Fore Street and Congress Street; Washington Avenue at Marion Street, Cumberland Avenue, Walnut Street, and Eastern Promenade. Streets will be opened up again after the fireworks display (at approximately 10pm). In the event of rain, these street closings would be in effect for Thursday, July 5th.

On-street parking will be restricted from 7am until 11pm on Wednesday July 4th at Eastern Promenade (both sides) from Morning Street to Washington Avenue, Fort Allen Park (both sides), Walnut Street from Eastern Promenade to Washington Avenue, and Mountfort Street from Congress Street to Fore Street (both sides). These streets will be posted in advance, any cars parked illegally will be towed at the owner's expense. In the event of rain, these restrictions would be in effect for Thursday, July 5th.

Cutter Street will be closed to vehicular traffic (except for designated handicapped parking), including parking for boat launching from 10 p.m. on Tuesday, July 3rd and will be opened again after the fireworks display (at approximately 10pm on July 4th or when deemed safe by City Staff). In the event of rain, these street closings would be in effect at 10pm on Wednesday July 4th, ending at approximately 10pm on Thursday, July 5th.

The Festival area will also be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the City of Portland for the purpose of administering the Festival. City of Portland will charge a fee to the vendors to participate in the festival.

The City Manager is also authorized to issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said event.

*Order 253-17/18
Tab 7 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Bujabelle LLP dba Bujabelle. Renewal application for an Entertainment with Dance at
249 St John Street.**

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

Entertainment without Dancing: \$281 Entertainment with Dancing: \$504 After-Hours (1 a.m. to 3 a.m.): \$567

Business Information	
Business Name (d/b/a):	BOJABELLE LLP Phone: 615-3328
Location Address:	248 ST JOHN STREET Zip: 04102

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:	
Will music be electric, acoustical, or <u>both</u> ? (Circle)	
Will amplification be used?	Y/N
If yes, where and at what level?	
Will music be played (Circle all that apply): <u>Inside</u> Outside	
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? _____	500 FT
What is your targeted opening date?	4/1/2017
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title OWNERS/PARTNER Date 3/8/2017

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

Date: 5/24/2018

Noise Complaints

Call Nbr	DateTime	Address	Name	Type of Call
181190451	4/29/2018 08:37PM	249 ST JOHN ST	CHEZ BUJABELLE	LOUD MUSIC
181120497	4/22/2018 09:54PM			LOUD MUSIC
181110023	4/21/2018 12:49AM			LOUD MUSIC
180920015	4/2/2018 12:29AM			LOUD PARTY
173090043	11/5/2017 01:37AM			LOUD PARTY
172870056	10/14/2017 02:25AM			LOUD MUSIC
Total Calls 6				Total Calls 6
Total Amount of Noise Related Calls 6				Total Amount of Noise

BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINE.LIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: BOJABELLE LLP	Business Name (D/B/A) BOJABELLE
APPLICANT(S) - (Sole Proprietor) DOB:	Physical Location: 249 ST JOHN STREET
DOB:	City/Town State Zip Code PORTLAND ME 04101
Address 249 ST JOHN STREET	Mailing Address 249 ST JOHN STREET
City/Town State Zip Code PORTLAND ME 04102	City/Town State Zip Code PORTLAND ME 04101
Telephone Number Fax Number	Business Telephone Number Fax Number 605-3328
Federal ID.# 81-5390095	Seller Certificate #: or Sales Tax #:
Email Address: Please Print	Website:

If business is NEW or under new ownership, indicate starting date: 4/1/2017

Requested inspection date: _____ Business hours: _____

3. If a premise is a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: JEAN CLAUDE NITUNSA
9. Business records are located at: _____
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full. (Print Clearly)	DOB	Place of Birth
JEROME NIRYUMWAMI	12/12/1960	BURUNDI
THIERRY MUGABE	2/22/1980	BURUNDI
JEAN CLAUDE NITUNGA	8/17/1954	BURUNDI

Residence address on all of the above for previous 5 years (Limit answer to city & state)

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: DHHS license - pending

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 MILE Which of the above is nearest? SCHOOL

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland on 3/8, 2017
Town/City, State Date

Thierry Mugabe Please sign in blue ink
Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

THIERRY MUGABE | JEAN CLAUDE NITUNGA
Print Name

JEROME NIRYUMWAMI
Print Name



State of Maine
 Division of Alcoholic Beverages and
 Lottery Operations
 Division of Liquor Licensing and Enforcement

**Corporate Information Required for
 Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name: BOJABELLE LLP
2. Doing Business As, if any: BOJABELLE LLP
3. Date of filing with Secretary of State: _____ State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
JEROME NYRYUMWAMI	16 B. STONE STREET. PORTLAND, ME 04101	12/12/60	PARTNER	33.33%
THIERRY MUGABE	2 LIBERTY LN #10 PORTLAND, ME 04106	2/22/80	PARTNER	33.33%
JEAN CLAUDE NITUNGA	37 SAWYER ST #2 PORTLAND, ME 04103	3/17/54	PARTNER	33.33%

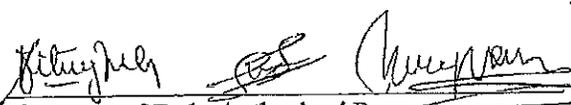
(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?
Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?
Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed).
Name: _____
Date of Conviction: _____
Offense: _____
Location of Conviction: _____
Disposition: _____

Signature:

Signature of Duly Authorized Person _____ Date 3/7/2017

JEAN CLAUDE MITUNGA, JEROME NIRYUMWAMI, THIERRY RUGABE
Print Name of Duly Authorized Person

Submit Completed Forms To:
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

DINING
AREA

Bathroom
2

Bathroom
1

3 SINK

BATHROOM

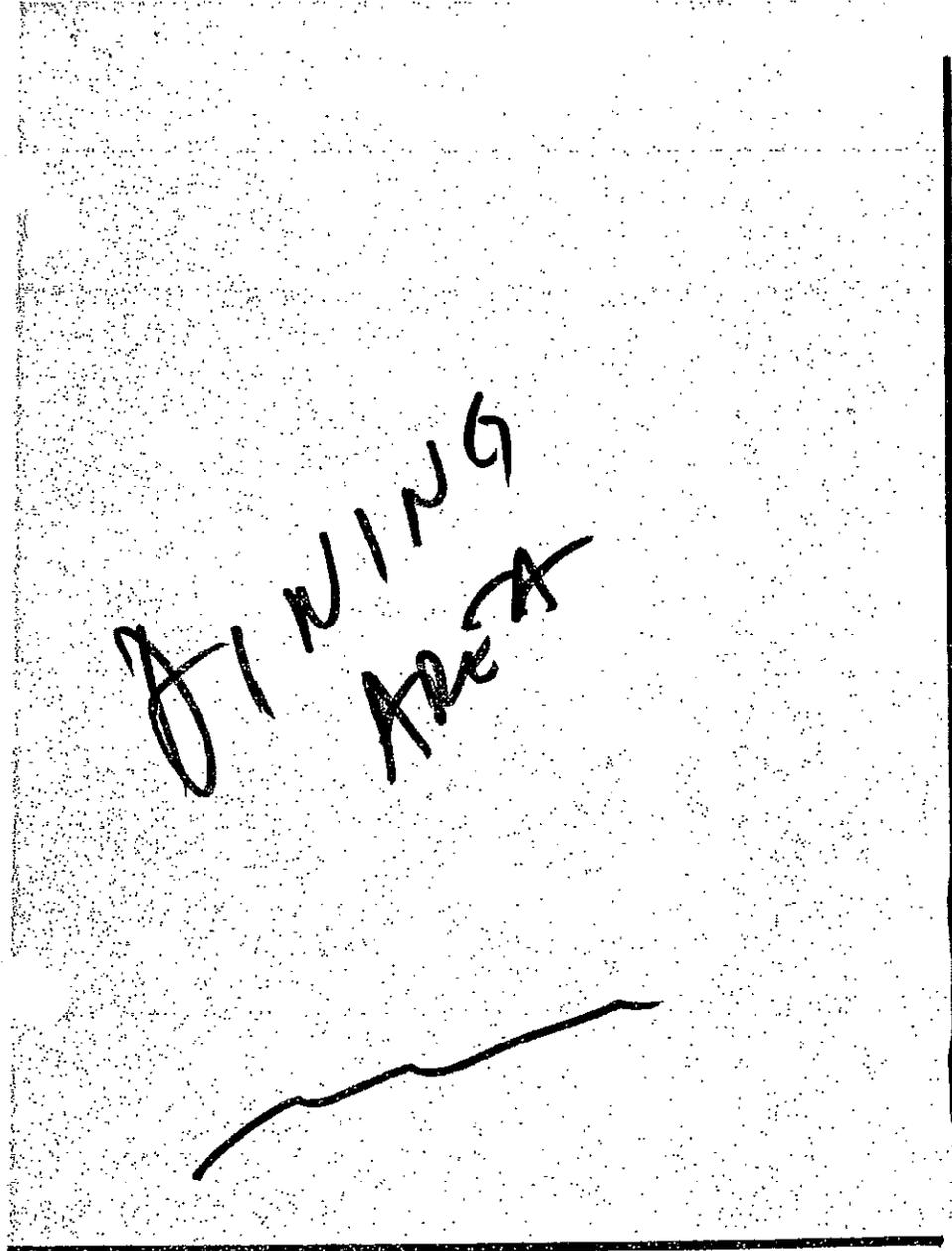
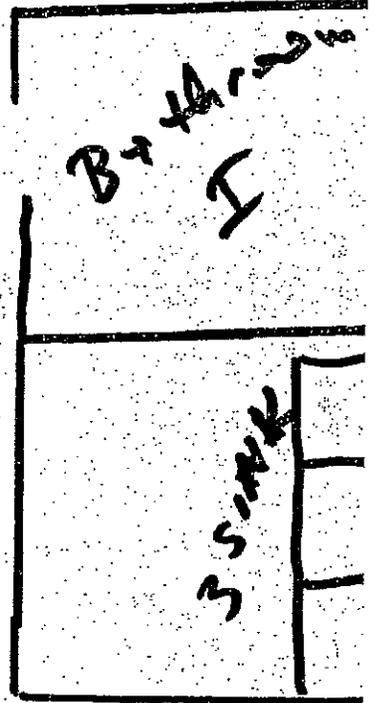
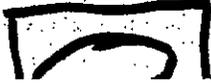
TABLE

Grill
SINK

FRYER

SINK

POOL

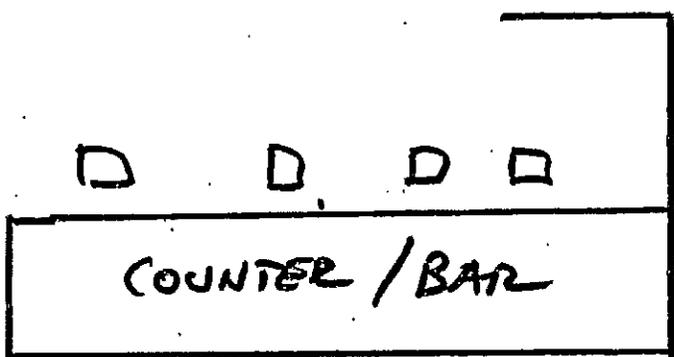
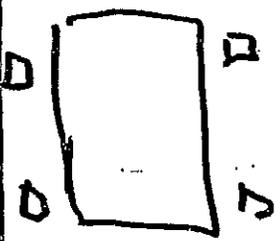
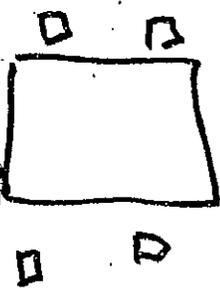
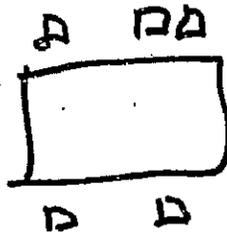
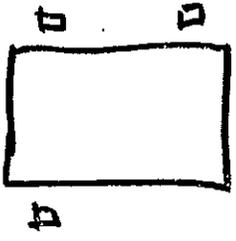
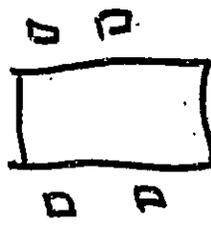
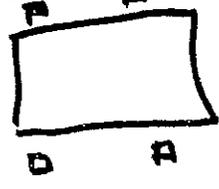
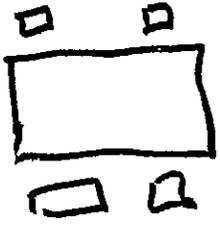


WINDOW

Door

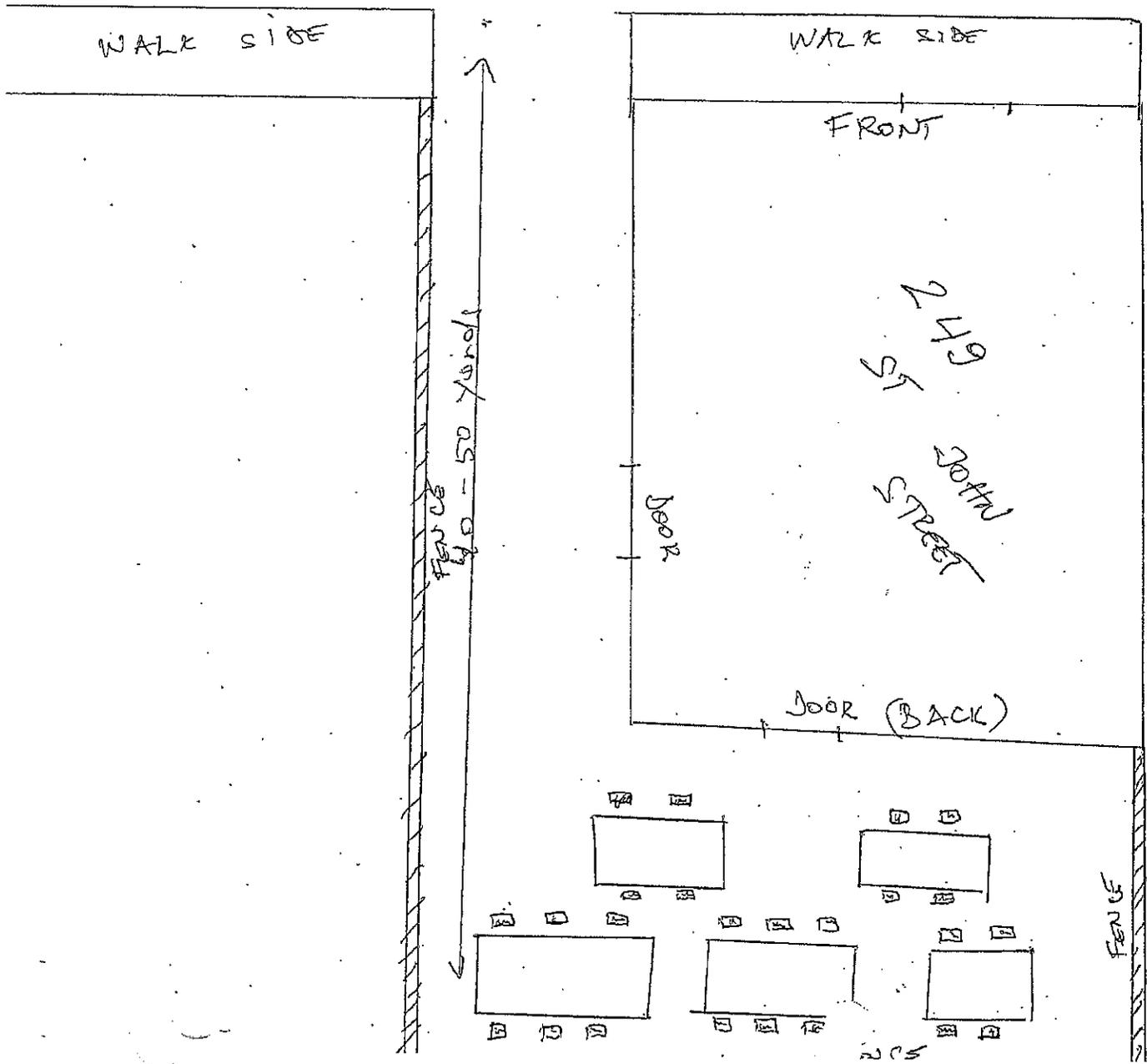
WALL

EXIT DOOR



COUNTER / BAR

ST JOHN'S STREET



Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

April 30, 2018

Bujabelle
249 St John Street
Portland, ME 04101

Dear Business Owner:

Enclosed is the renewal application for your City of Portland Class XI license. Your current license expires on July 5, 2018.

Pursuant to the City of Portland Code of Ordinances ("City Code") § 15-21. You are being notified of the need to appear before the City Council for a Public Hearing regarding your renewal of an Entertainment License.

You will be scheduled to appear at the June 18, 2018 Council Meeting. Your deadline to return your renewal paperwork to me is May 21, 2018.

Please return the Renewal Notice and Supplemental Application for Dancing and Entertainment with the following:

- The license fee
- A completed State of Maine "On Premise License Application" (#1.7) form. This application is available for download at:
http://www.maine.gov/dafs/bablo/liquor_license/license_permit.htm
- Copy of your written records showing that all employees of your business that serve alcohol have completed Server Training.

If you have any questions, please do not hesitate to contact me by phone at 874-8557 or by email at bl@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

Bujabelle
249 St John Street
Portland ME 04101

Re: Bujabelle LLP dba Bujabelle. Renewal application for an Entertainment with Dance at 249 St John Street.

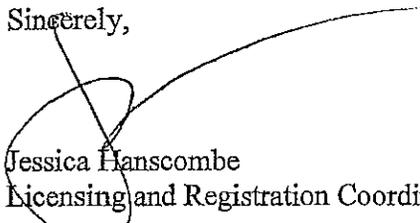
Dear Sirs,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of a renewal application for an Entertainment with Dance at 249 St John Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Bujabelle LLP dba Bujabelle. Renewal application for an Entertainment with Dance at 249 St John Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 254-17/1
Tab 8 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Portland Harbor Hotel Associates dba Portland Harbor Hotel. Renewal application for an
Entertainment without Dance at 468 Fore Street**

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

<input checked="" type="checkbox"/> Entertainment without Dancing: \$281	<input type="checkbox"/> Entertainment with Dancing: \$504	<input type="checkbox"/> After-Hours (1 a.m. to 3 a.m.): \$567
--	--	--

Business Information	Portland Harbor Hotel Associates		
Business Name (d/b/a):	Portland Harbor Hotel	Phone:	207-775-9090
Location Address:	468 Fore Street Portland ME	Zip:	04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:	
Live piano and/or jazz music	
Will music be electric, <u>acoustical</u> or both? (Circle)	
Will amplification be used?	Y(N)
If yes, where and at what level?	
Will music be played (Circle all that apply): <u>Inside</u> Outside	
Will you permit dancing on the premises?	Y(N)
Will you permit dancing after 1:00 a.m.?	Y(N)
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? <u>Across the street</u>	
What is your targeted opening date? <u>no set date</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y(N)
If Yes, list name(s) of employee(s) and department(s):	

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title MANAGER Date 5/22/18

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

Date: 5/24/2018

Noise Complaints

Call Nbr	DateTime	Address	Name	Type of Call
172790586	10/6/2017 10:34PM	468 FORE ST	PORTLAND HARBOR HOTEL	LOUD MUSIC
172230657	8/11/2017 10:21PM			LOUD MUSIC
172160672	8/4/2017 09:12PM			LOUD MUSIC
172150810	8/3/2017 10:47PM			LOUD MUSIC
172090556	7/28/2017 10:18PM			LOUD MUSIC
172020711	7/21/2017 09:55PM			LOUD MUSIC
171390682	5/19/2017 09:16PM			LOUD MUSIC
Total Calls 7				Total Calls 7
Total Amount of Noise Related Calls 7				Total Amount of Noise

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES 7/11/2017

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|---|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input checked="" type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Portland Harbor Hotel Associates</u>	Business Name (D/B/A) <u>Portland Harbor Hotel</u>
APPLICANT(S) --(Sole Proprietor) DOB:	Physical Location: <u>468 Fore Street</u>
DOB:	City/Town State Zip Code <u>Portland ME 04101</u>
Address <u>468 Fore Street</u>	Mailing Address <u>Same</u>
City/Town State Zip Code <u>Portland ME 04101</u>	City/Town State Zip Code
Telephone Number Fax Number <u>207-775-9090 207-775-9990</u>	Business Telephone Number Fax Number
Federal I.D. # <u>01-0543889</u>	Seller Certificate #: or Sales Tax #:
Email Address: Please Print <u>g.kiladjian@harthotels.com</u>	Website:

If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: Call to schedule Business hours: 10am - 12am

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 101
- State amount of gross income from period of last license: ROOMS \$ 5,357,226 FOOD \$ 701,003 LIQUOR \$ 356,001
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any other Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

5167 Diamond's Edge Restaurant (Use an additional sheet(s) if necessary.)
 License # Name of Business
1 Diamond Cove Portland, ME 04109
 Physical Location City / Town

5992 Inn at Diamond Cove
22 McKinley Court Portland, ME 04109 On Premise Rev. 10-2017

5. Do you permit dancing or entertainment on the licensed premises? YES NO
6. If manager is to be employed, give name: Gerard Kiladjian
7. Business records are located at: 617 Diggins St Buffalo NY 14206
8. Is/are applicant(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
<u>see attached</u>		
Residence address on all of the above for previous 5 years (Limit answer to city & state)		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES NO

14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) 101 Room hotel, 4 floors, 74 seat restaurant, 12 seat bar and outdoor courtyard

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .5

Which of the above is nearest? church

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: Bangor Savings

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Buffalo, NY on May 22, 20 18
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

David Hart

DAVID HART

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: Portland, Maine Cumberland
City/Town (County)

On: 5-23-18
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: Michael A. Russell, Director, Maine

Michael A. Russell SD
for the Municipal Officers

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. **Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: Portland Harbor Hotel Associates, LLC
- Doing Business As, if any: Portland Harbor Hotel
- Date of filing with Secretary of State: 5/24/2001 State in which you are formed: Maine
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
<i>see attached</i>				

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: NA (list primary officers in the above boxes)

NAME/MAIDEN	D.O.B	PLACE OF BIRTH	HOME ADDRESS	PERCENTAGE OF OWNERSHIP
Paul Tarbox	5/12/1931	Biddeford, Maine	Main Street Freeport, ME 04032	22%
David Bateman	4/28/1951	Ft. Bennings, Georgia	1 Brannen Lane Eliot, ME 03903	22%
David Hart	2/29/1960	Buffalo, New York	7667 Quaker Road Orchard Park, NY 14127	16.80%
Chuck DesLauriers	12/3/1952	Burlington, Vermont	60 Stockbridge Road Charlotte, VT 05455 (1998 - Present) 8 Rose Avenue Marblehead, MA 01945 (1993 -1997)	10%
Joanne Hart	7/4/1952	Buffalo, New York	69 North Lane Orchard Park, NY 14127	8.40%
Linda Costello (Hart)	4/22/1954	Buffalo, New York	185 Curly Drive Orchard Park 14127 (3/2001 - Present) 63 South Lane Orchard Park, NY 14127 (3/2001)	8.40%
Cathleen Hart-Frantz (Hart)	8/13/1963	Buffalo, New York	11 Edgewater Drive Orchard Park, NY 14127	8.40%
David Shamoian	11/24/1952	Worcester, MA	2 Windy Lane Wayland, MA 01778	4%
PORTLAND HARBOR HOTEL GENERAL MANAGER				
Gerard Kiladjian	1/23/1965	Damascus, Syria	42 Rivers Edge Drive Portland, ME 04102	

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

 5/22/18

Signature of Duly Authorized Person Date

DAVID HART

Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

April 30, 2018

Portland Harbor Hotel
468 Fore Street
Portland, ME 04101

Dear Business Owner:

Enclosed is the renewal application for your City of Portland Class I-A license. Your current license expires on July 11, 2018.

Pursuant to the City of Portland Code of Ordinances ("City Code") § 15-21. You are being notified of the need to appear before the City Council for a Public Hearing regarding your renewal of an Entertainment License.

You will be scheduled to appear at the June 18, 2018 Council Meeting. Your deadline to return your renewal paperwork to me is May 21, 2018.

Please return the Renewal Notice and Supplemental Application for Dancing and Entertainment with the following:

- The license fee
- A completed State of Maine "On Premise License Application" (#1.7) form. This application is available for download at:
http://www.maine.gov/dafs/bablo/liquor_license/license_permit.htm
- Copy of your written records showing that all employees of your business that serve alcohol have completed Server Training.

If you have any questions, please do not hesitate to contact me by phone at 874-8557 or by email at bl@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

Portland Harbor Hotel Assoc
468 Fore Street
Portland ME 04101

Re: Portland Harbor Hotel Associates dba Portland Harbor Hotel. Renewal application for an Entertainment without Dance at 468 Fore Street

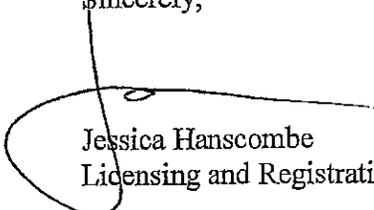
Dear Sirs,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of a renewal application for an Entertainment without Dance at 468 Fore Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Portland Harbor Hotel Associates dba Portland Harbor Hotel. Renewal application for an Entertainment without Dance at 468 Fore Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 255-17/18
Tab 9 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Oxbow Brewing Company LLC dba Oxbow Brewing Co. Renewal application for an
Entertainment with Dance at 49 Washington Avenue.**

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

<input type="checkbox"/> Entertainment without Dancing: \$281	<input checked="" type="checkbox"/> Entertainment with Dancing: \$504	<input type="checkbox"/> After-Hours (1 a.m. to 3 a.m.): \$567
---	---	--

Business Information			
Business Name (d/b/a):	OXBOW BREWING CO.	Phone:	207 315-5962
Location Address:	49 WASHINGTON AVE PORTLAND ME 04101		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:	
CLASS A LOUNGE, LIVE MUSIC, DJ	
Will music be electric, acoustical, or both? (Circle)	
Will amplification be used?	Y/N
If yes, where and at what level?	
INSIDE appropriate - less than 92	
Will music be played (Circle all that apply): Inside Outside	
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 100 ft	
What is your targeted opening date?	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

// We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. // We hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title SALES DIRECTOR Date 05/03/18

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

Date: 5/24/2018

Noise Complaints

Call_Nbr	DateTime	Address	Name	Type of Call
180560013	2/25/2018 12:22AM	49 WASHINGTON AV	OXBOW BLENDING AND BOTTLING	LOUD MUSIC
173150521	11/11/2017 11:57PM			LOUD MUSIC
173150510	11/11/2017 11:20PM			LOUD MUSIC
173000692	10/27/2017 10:50PM			LOUD MUSIC
171760546	6/25/2017 10:38PM			LOUD MUSIC
Total Calls 5				Total Calls 5
Total Amount of Noise Related Calls 5				Total Amount of Noise

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES June 17, 2018

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|---|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input checked="" type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Oxbow Brewing Company			Business Name (D/B/A) Oxbow Brewing Company		
APPLICANT(S) –(Sole Proprietor)		DOB:	Physical Location: 49 Washington Ave		
		DOB:	City/Town Portland	State ME	Zip Code 04101
Address 49 Washington Ave			Mailing Address PO Box 599		
City/Town Portland	State ME	Zip Code 04101	City/Town Newcastle	State ME	Zip Code 04553
Telephone Number 207-315-5962		Fax Number	Business Telephone Number		Fax Number
Federal I.D. # 27 - 2971232			Seller Certificate #: or Sales Tax #:		
Email Address: Please Print Greg@oxbowbeer.com			Website: Oxbowbeer.com		

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 35,000 LIQUOR \$ 650,000
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

SMB - 26 Oxbow Brewing Company (Use an additional sheet(s) if necessary.)

License #	Name of Business
274 Jones Woods Rd	Newcastle, ME 04553
Physical Location	City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES NO
6. If manager is to be employed, give name: Greg Jasgur
7. Business records are located at: 49 Washington Ave, Portland ME 04101
8. Is/are applicant(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Tim Adams	01/17/83	PA, USA
Greg Jasgur	05/17/82	CT, USA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Tim Adams, Portland ME		
Greg Jasgur, Portland ME, Washington DC		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____
13. Has/have applicant(s) formerly held a Maine liquor license? YES NO
14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: 3rd Harris, 79 Washington ave
15. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____
17. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .25 miles
- Which of the above is nearest? church
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO
- If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME on May 2, 2018
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Tim Adams

Print Name

Signature of Applicant or Corporate Officer(s)

Greg Jasgur

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

STATE OF MAINE

Dated at: Portland, Maine Cumberland ss
City/Town (County)

On: May 3, 2018
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: Portland, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

Michael A Russell, Director

Michael A Russell

for the Municipal Officers

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE -- SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime; [1987, c.45, Pt.A. §4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A. §4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the mnicipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The burean shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau. An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

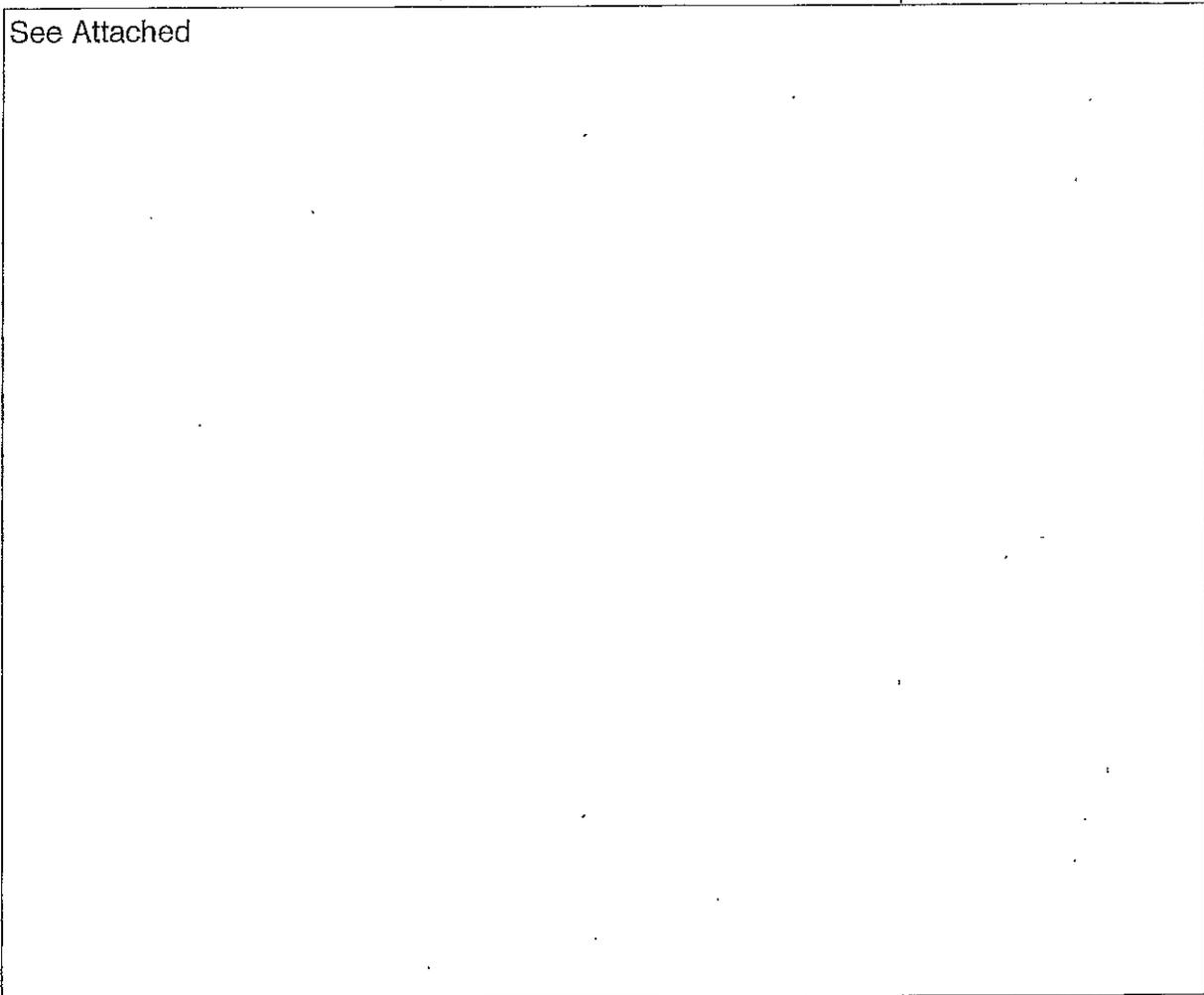
DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

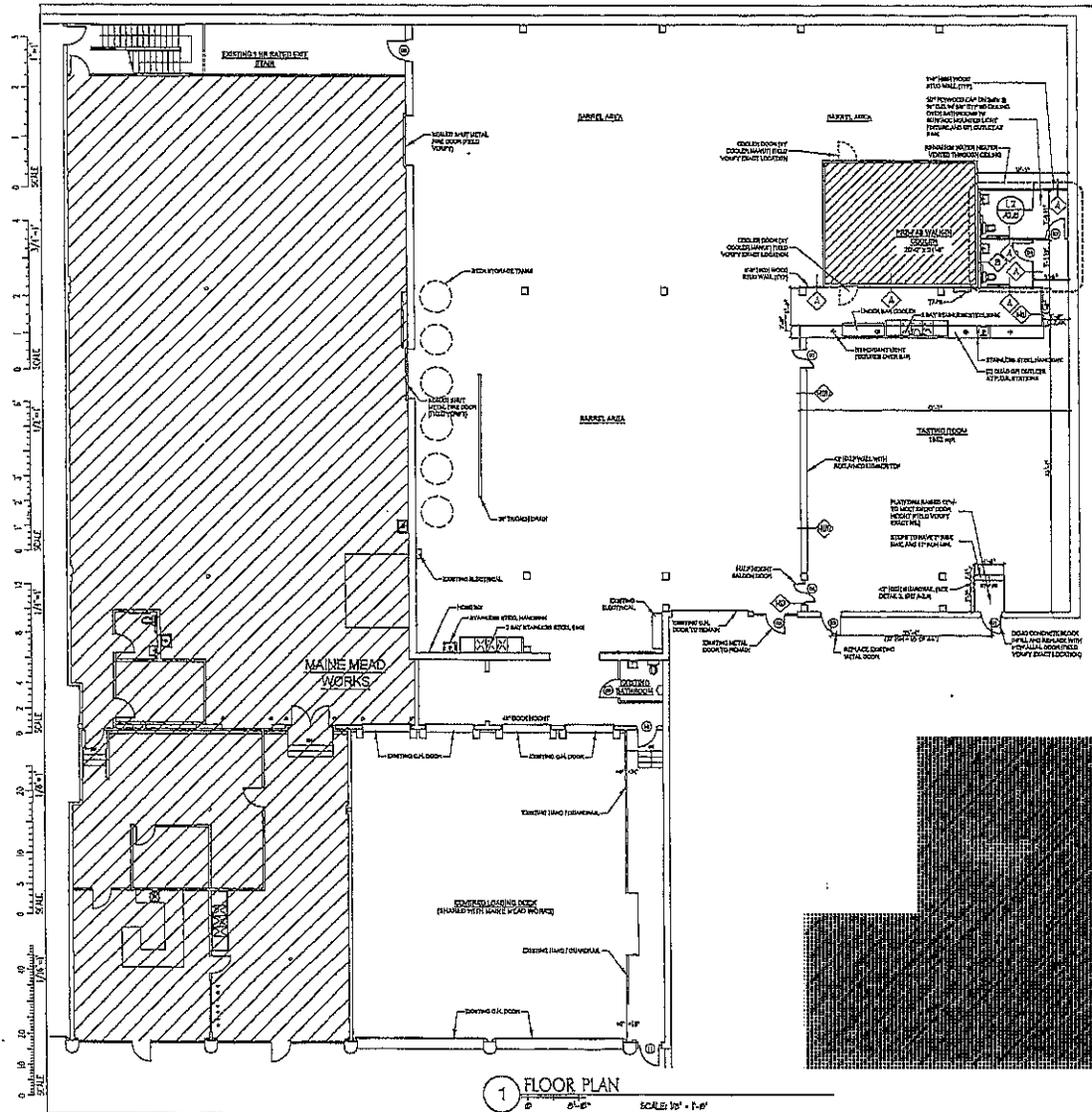
ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

See Attached

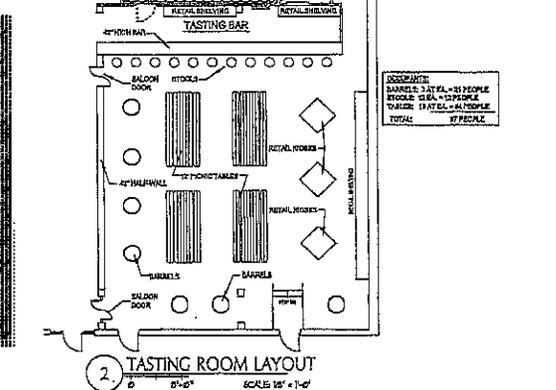
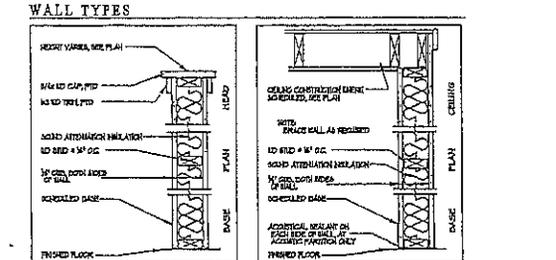
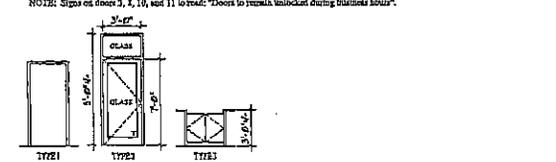




*** DOOR SCHEDULE ***

DOOR No.	NEW/EX	SIZE	DOOR	HARDWARE	FRAME Material	RATING	REMARKS
01	NEW	3'0\" x 7'0\" x 1 3/4\"	2	Alum. Slides	Alum.	1	Owner option to use steel door
02	NEW	3'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device
03	EX	2'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device
04	NEW	3'0\" x 6'6\" x 1 3/4\"	1	S.C. Oak	Wood	1	Check ADA requirements for this door, with appropriate alarm device
05	NEW	3'0\" x 6'6\" x 1 3/4\"	1	S.C. Oak	Wood	1	Check ADA requirements for this door, with appropriate alarm device
06	NEW	2'0\" x 6'6\" x 1 3/4\"	1	S.C. Oak	Wood	1	Check ADA requirements for this door, with appropriate alarm device
07	NEW	2'0\" x 6'6\" x 1 3/4\"	1	S.C. Oak	Wood	1	Check ADA requirements for this door, with appropriate alarm device
08	EX	3'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device
09	EX	3'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device
10	EX	3'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device
11	EX	3'0\" x 6'6\" x 1 3/4\"	1	Wood	Wood	1	Check ADA requirements for this door, with appropriate alarm device

NOTE: All new hardware to meet ADA requirements.
 NOTE: Slides on doors 1, 10, and 11 to meet " Doors to remain unlocked during business hours".



PERMIT SET
 - NOT FOR CONSTRUCTION -

OXBOW BREWING CO.

59 Washington Ave.
 Portland, Maine

NO.	DATE	DESCRIPTION
1	10/20/24	PERMIT SET

Date Issued: 07/20/24
 Project Number: 1102
 Drawing Name: AS NOTED

FLOOR PLAN

Exam By: []
 no. []
 Checked By: []
 ACH

A-1.0

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Code Review - NFPA 101 (Life Safety) 2009

SYNOPSIS:
This project consists of three areas, an 8,439 square foot loading dock (shared with adjacent tenant), a 8,633 square foot storage / warehouse space, and an 1,852 square foot retail space. The storage space will be used for storing and aging beer, while the retail space will be used for tasting/purchasing beer and other promotional items. The use of the retail area requires the area to be classified as an "Assembly" use, while the warehouse will be classified as "Storage". This storage space has been classified as a "Non-separated, Mixed-Use" space.

There is an existing sprinkler system throughout the space that shall be maintained per NFPA 25. There is an existing fire alarm system throughout the remainder of this building, but not in this current tenant space. The system will be expanded to include this tenant space.

Chapter 4 - Classification of Occupancy
Section 4.1.2.1 - The Retail/Teasing area is classified as "Assembly" (over 50 occupants).
Section 4.1.3 - The remainder of the space to be classified as "Storage".
Section 4.1.3.4.3 - The requirements of a Non-Separated Mixed-Use occupancy shall be utilized.
Table 4.1.3.4.1 - The separation between this tenant space (Assembly) and the adjacent tenant (Industrial - General Purpose) to be a 1-hour rated assembly (construction of 1-hour due to replicable system).Section 4.2.3.3 - The means shall be classified as Ordinary Hazard contents.

Chapter 7 - Means of Egress
Section 7.1.2.1 - The existing exit route out of the Warehouse area shall comply with this section and be 1-hour rated.
Section 7.2.1 - Doors shall comply with this section (including panic hardware and fire exit hardware, see 7.2.1.7).
Section 7.2.5 - The ramp at the front entry shall comply with this section.
Table 7.3.1.3 - Occupant Load
Teasing / Retail area: 1,852 sq ft / 15 sq ft = 124 people (designated for 97, see Note)
Note: As the existing fire load, a 1 person per 35 square foot was used. However, the space is designated for 97 seats.
Warehouse area: 8,633 sq ft / 200 sq ft = 43 people (designated for 2, see Note)
Note: Table 7.3.1.3 does not designate a square footage number, therefore, 350 square feet per person was used. However, in accordance with the review, the maximum occupant load of the warehouse is 5 people (6 in the warehouse, and 3 at the bar area in the Teasing/Retail area).
Total Occupant Load = 142 people (max), designed for 106.

Section 7.4.1.2 - For an occupant load of 142 people, 2 exits are required (Two exits out of the Warehouse space and two separate exits out of the Assembly space are provided).
Section 7.5.1.3.3 - The exits shall be separated by a minimum of 1/3 the overall diagonal of each space (see Show T1.1, Egress Plan).
Section 7.6.4.1 - Two accessible means of egress are provided, as this is an existing building. However, three accessible means of egress have been provided (one out of the Warehouse space and two out of the Assembly space).
Table 7.6 - Common Path Limit = 75'; Dead-End Limit = 20'; Travel Distance Limit = 225' (All Distances must defer to the Assembly occupancy per the requirements of NFPA 101).

Chapter 8 - Features of Fire Protection
Section 8.2.1.1 - Construction shall be Type III (250).
Section 8.4.5(1) - The existing fire exit shall be a minimum of 1 1/2-hour rated (currently 1-hour rated).

Chapter 9 - Public Services and Fire Protection Exemptions
Section 9.1.1.2 - Possible fire extinguishers shall be provided.
Note: Although fire extinguishers are not required in Assembly or Storage spaces, the Teasing Room has been provided. Since this is a Non-separated mixed use, fire exit paths shall be provided in throughout this tenant space (they were required in E20 2009).

Chapter 12 - New Assembly Occupancies
Table 12.1.6 - Construction Type III (250) is allowed 1000 occupants (sprinkled - one story).
Section 12.1.1 - Occupant Load - see section 7.3.1.3 (above).
Section 12.2.2.2.1 - Doors out of the Teasing / Retail space (Assembly) shall be furnished with panic hardware due to the occupant load over 100.
Section 12.2.2.2.7 - The main entrance shall accommodate 1/2 of the total occupant load (71 people).
Section 12.2.3 - Means of egress shall be illuminated.
Section 12.3.9 - Emergency lighting shall be provided.
Section 12.3.10 - Exit signs shall be provided (see Egress Plan for location).
Section 12.3.1.1.2 - Although this tenant space does not currently have a fire alarm system, a system exists throughout the remainder of the building. The current fire alarm system will be expanded to cover this tenant space.
Section 12.3.1.3 - The current system is provided throughout with an automatic sprinkler system.

Chapter 13 - Egress Occupancies
Note: It is to be noted that the Assembly occupancy is the same as that of the bar area occupancies in this space. Since this space is being reviewed as a Non-Separated Mixed-Use, the requirements of the Assembly occupancy shall usually be used for the entire space.
Section 13.1.3 - The contents of the storage area are classified as Ordinary Hazard.
Section 13.1.3.4(2) - Two means of egress are required from each space (Warehouse and Retail).
Section 13.2.2 - Dead End Corridor: 100' Common Path of Travel: 100' (see Assembly requirements).
Section 13.2.5 - Travel distance to exit 400' (see Assembly requirements).
Section 13.2.8 - Means of egress shall be illuminated.
Section 13.2.9 - Emergency lighting shall be provided.
Section 13.2.11 - Exit signs shall be provided.
Section 13.2.4 - A fire alarm system is not required due to the replicable system (Section 4.2.3.4.1.2). However, the Assembly requirements must be applied and a fire alarm system shall be provided.

Code Review - IBC 2009

SYNOPSIS:
This project consists of three areas, an 8,439 square foot loading dock (shared with adjacent tenant), a 8,633 square foot storage / warehouse space, and an 1,852 square foot retail space. This storage space will be used for storing and aging beer, while the retail space will be used for tasting/purchasing beer and other promotional items. Although the retail area is defined as Assembly per NFPA (due to over 50 occupants), there is more definition of "Assembly" in the IBC code. It could be argued that the retail space is a 20-occupancy. However, that occupancy is not the main intent of this space. The main intent is to purchase beer and other promotional items by individuals (see occupancy in Section 100.3). Therefore, this space is classified as a Retail space. The remainder is defined as a Storage occupancy. This retail space has been classified as a "Non-separated, Mixed-Use" space. There is an existing fire alarm system throughout the remainder of this building, but not in this current tenant space. The system will be expanded to include this tenant space.

Chapter 2 - Use and Occupancy Classification
Section 201.1 - The Teasing / Retail area is defined as a Mercantile occupancy.
Section 201.4 - The remainder of the space is defined as Storage - S-4 (Medium Hazard Storage).
Note: This is defined as Medium Hazard Storage due to the wood barrel storage. Although the bar is less than 145 square foot (see Section 201.3), the condition is not retail, glass, or ceramic.

Chapter 3 - General Building Provisions and Areas
Section 301.3 - The requirements of this section to be utilized for this space to allow a Non-Separated occupancy within this tenant space.
Table 301.4 - The separation between this tenant space (Mercantile or S-4) and the adjacent tenant space (as noted to be S-4 or Medium Hazard Storage, see section 306.3) to be 1-hour.

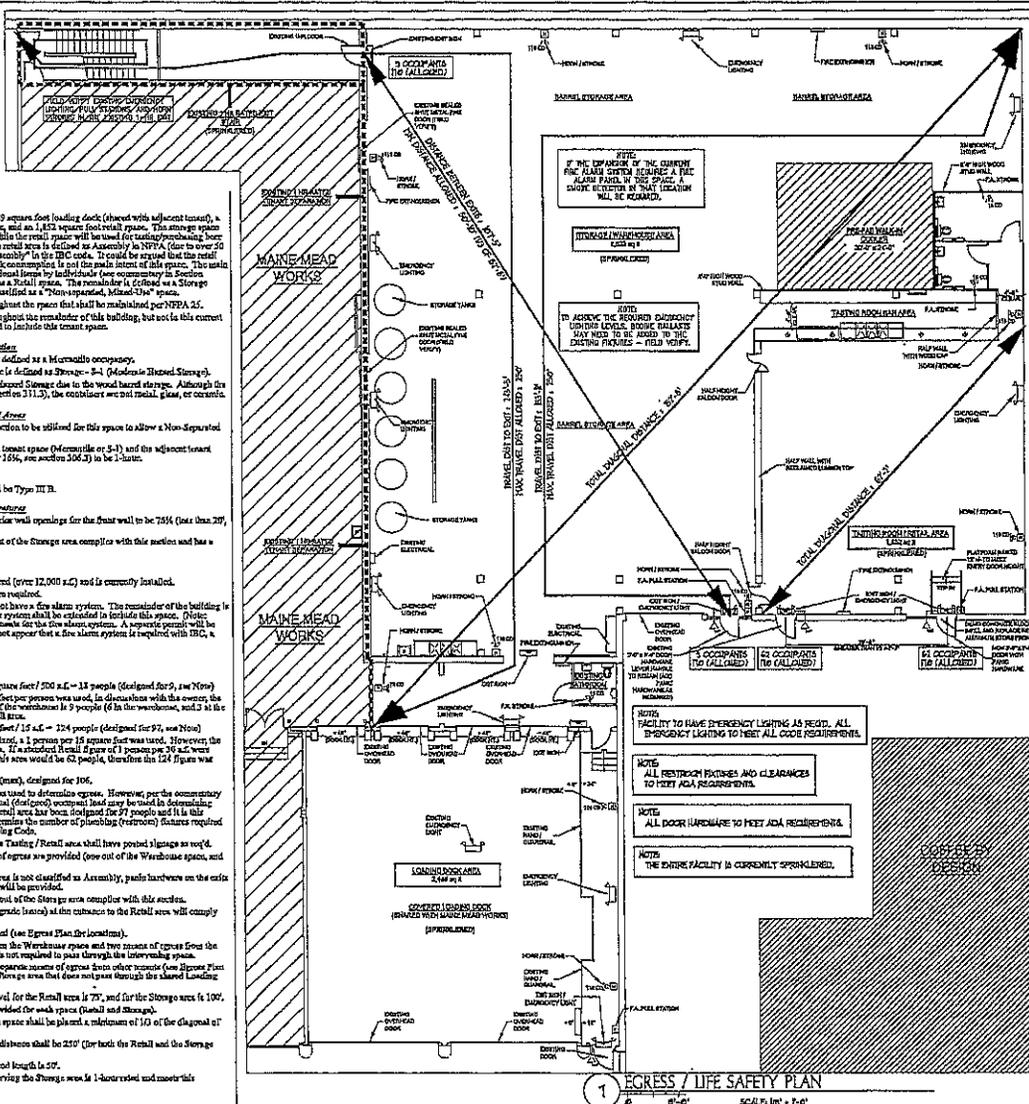
Chapter 4 - Types of Construction
Section 401.2 - The construction type shall be Type III B.

Chapter 5 - Fire and Smoke Protection Features
Section 501.4 - The allowable area of window wall openings for the front wall to be 75% (see 501.2.7, 501.2.8, 501.2.9).
Section 708 - The existing exit doorway out of the Storage area complies with this section and has a 1-hour rating.

Chapter 6 - Fire Protection Detectors
Figure 601.2 - A sprinkler system is required (over 12,000 sq ft) and is currently installed.
Section 906 - Portable fire extinguishers are required.
Section 907.2 - The current space does not have a fire alarm system. The remainder of the building is equipped with a fire alarm system, and this system shall be extended to include this space. (Note: These drawings do not specify the requirements for the fire alarm system. A separate permit will be required for this work. Although it does not appear that a fire alarm system is required with IBC, a system is required per NFPA).

Chapter 10 - Means of Egress
Table 1004.1.1 - Occupant Load
Warehouse / Storage area: 8,633 square feet / 200 sq ft = 43 people (designated for 2, see Note)
Note: Although 350 square feet per person was used, in accordance with the review, the maximum occupant load of the warehouse is 5 people (6 in the warehouse, and 3 at the bar area in the Teasing / Retail area).
Teasing / Retail area: 1,852 square feet / 15 sq ft = 124 people (designated for 97, see Note)
Note: As the existing fire load, a 1 person per 35 square foot was used. However, the space is designated for 97 seats. If an extended Retail figure of 1 person per 30 sq ft were used, the occupant load for this area would be 62 people, therefore the 124 figure was used.
Total Occupant Load = 142 people (max), designed for 106.
Note: This occupant load was used to determine egress. However, per the occupancy for Section 1004.1.1, the actual (designated) occupant load may be used in determining egress requirements. The Retail area has been designed for 97 people and it is this number that was used to determine the number of plumbing (restroom) fixtures required by the State of Maine Plumbing Code.

Section 1004.2 - The occupant load for the Teasing / Retail area shall have provided signage as noted.
Section 1007.1 - The accessible means of egress are provided (one out of the Warehouse space, and two out of the Teasing / Retail area).
Section 1008.1.10 - Although the Retail area is not classified as Assembly, panic hardware on the exits from this space is required by NFPA, and will be provided.
Section 1009 - The existing exit doorway out of the Storage area complies with this section.
Section 1010 - The ramp (due to existing dock level) at the entrance to the Retail area will comply with this section.
Section 1011.4 - Exit signs will be provided (see Egress Plan for location).
Section 1011.5 - Two means of egress from the Warehouse space and two separate exits from the Retail area are provided to ensure egress is not required to pass through the intervening space.
Section 1012.1 - This tenant space has separate means of egress from other tenants (see Storage Plan for added door to allow egress out of the Storage area that does not pass through the shared Loading Dock).
Section 1014.3 - The common path of travel for the Retail area is 77' and for the Storage area is 100'.
Section 1015.1 - Two exits have been provided for each space (Retail and Storage).
Section 1015.2.1 (1) - The only door from each space shall be placed a minimum of 1/3 of the diagonal of each space due to the replicable system.
Table 1015.4 - The maximum exit travel distance shall be 225' (for both the Retail and the Storage area).
Section 1016.4(1) - The maximum door sill height is 20'.
Section 1017.1 - The existing exit doorway in the Storage area is 1-hour rated, and meets the requirements in this section.



PORT CITY ARCHITECTURE
85 NEWBURY STREET
PORTLAND, ME 04101
207.761.9000

PERMIT SET
NOT FOR CONSTRUCTION

OXBOW BREWING CO.
59 Washington Ave.
Portland, Maine

NO.	DATE	DESCRIPTION
1	11-30-14	TASKSET SET

Drawn by: AS NOTED

EGRESS / LIFE SAFETY PLAN

Scale: 1" = 6'-0"

T.11



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: Oxbow Brewing Company, LLC
- Doing Business As, if any: Oxbow Brewing Company
- Date of filing with Secretary of State: 07/2010 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
See Attached				

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person Date

05/02/18

Tim Adams

Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

INVESTOR SHEET

As of Jan 2018

Investor Name	Address	% OF OWN
Timothy S Adams	38 Howard St., Portland ME 04101	52.78
Llyr, LLC	42 South St, Yarmouth, ME 04096	10.40
Geoffry Masland	88 E Elm St Yarmouth, ME 04096	9.29
Tyler Sildve	3 Granite Street Portland, ME 04101	4.84
Willy Simons	300 Pearl St. #206, Providence, RI 02907	2.42
Robert Feltus	10 Broadview Dr., Little Rock, AR 72207	2.42
Justin Brodie-Kommit	3714 Hickory Ave, Baltimore, MD 21211	2.27
Michael Fava	92 Pleasant Street Apartment #1 Portland, ME 04101	1.62
Gregory Jaszgur	166 Summit Street Portland, ME 04103	1.62
Cashion East	PO Box 4811, Fayetteville, AR 72701	1.45
Peter Richardson	2 Beverly Rd Natick, MA 01760	1.21
Peter Adams	49 Merrill Street Portland ME 04101	0.97
Lisa Adams	49 Merrill Street Portland ME 04101	0.97
Ayres Stockly	97 Greely Rd, Cumberland, ME 04021	0.97
Polka Dot Boathouse LLC	1630 30TH ST. STE. A, PMB #344, Boulder, CO 80302	0.97
Matthew Delamater	535 S Bridgton Rd, Bridgton, ME 04009	0.97
Sam Fitz	1522 Ogden St NW, Washington, DC 20010	0.73
Scott Berk	78 Lake Rd, Otisfield, ME 04270	0.68
Tyler Clements	48 Center St, Yarmouth, ME 04096	0.48
Lily King	48 Center St, Yarmouth, ME 04096	0.48
Thomas Collins IV	867 Milton St. Oakland, CA 94607	0.48
Paul Lester	7814 Armadillo Trail Evergreen, CO 80439	0.48
Nancy T. Pugh	43 Middle St., Portland ME 04101	0.34
Robert Evans	43 Middle St., Portland ME 04101	0.34
Will Sears	19 Maple St, South Portland, ME 04106	0.34
Esther Pappas	42 South St, Yarmouth, ME 04096	0.24
Paul Pappas	42 South St, Yarmouth, ME 04096	0.24
TOTAL		100

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

April 30, 2018

Oxbow Brewing Company
49 Washington Ave
Portland, ME 04101

Dear Business Owner:

Enclosed is the renewal application for your City of Portland Class I-A license Entertainment. Your current license expires on July 11, 2018.

Pursuant to the City of Portland Code of Ordinances ("City Code") § 15-21. You are being notified of the need to appear before the City Council for a Public Hearing regarding your renewal of an Entertainment License.

You will be scheduled to appear at the June 18, 2018 Council Meeting. Your deadline to return your renewal paperwork to me is May 21, 2018.

Please return the Supplemental Application for Dancing and Entertainment with your renewal packet you received in the mail.

If you have any questions, please do not hesitate to contact me by phone at 874-8557 or by email at bl@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

Oxbow Brewing Company
PO Box 599
Newcastle ME 04553

Re: **Oxbow Brewing Company LLC dba Oxbow Brewing Co. Renewal application for an Entertainment with Dance at 49 Washington Avenue.**

Dear Mr. Adams,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of a renewal application for an Entertainment with Dance at 49 Washington Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Oxbow Brewing Company LLC dba Oxbow Brewing Co. Renewal application for an Entertainment with Dance at 49 Washington Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 256-17/18
Tab 10 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Illmadic LLC dba Illmadic. Application for a Class A Lounge at 41 Fox Street.

To whom it may concern,

My name is Mark Miller, and I am a resident in Portland, ME. I am writing to you all today to address my intention to open a Nano Brewery / Beer Hall at 41 Fox Street (Unit A) Portland, ME 04101. I am targeting a July 15th, 2018 opening date. My resume consists of working with Beer, Wine, and Spirits at both the wholesaler level as well as Supplier level.

My hopes are to help progress the Portland beer scene, with emphasizing small-scale production to dive into more depth on hop terrior along with other beer microbes, which drive drastically different beers through production, and also have the ability to taste them side by side.

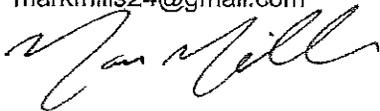
The Beer Hall portion is to help provide an educational factor to enjoy other World Class Beers along with Maine Beers and bring people together in a communal setting.

I look forward to working with the City/State, as well as being a positive member to the city with ambitions to be an asset to fundraisers.

If you would like to ask any questions or hear more detail, please feel free to reach out.

Thank you,

Mark Miller
785.845.2263
markmills24@gmail.com

A handwritten signature in black ink, appearing to read "Mark Miller", written in a cursive style.

Portland, Maine



Yes. Life's good here.

yes

Do we need this application?

Permitting and Inspections Department
Michael A. Russell, MS, Director
389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	ILLMADIC, LLC Phone: 305 785-845-2263 785-845-2263
Location Address:	41 Fox St. Unit A Portland, ME Zip: 04101
If new, what was formerly at this location:	one eye open brewing CO
Mailing Address:	Zip:
Contact Person:	Mark Miller Phone: 785-845-2263
Contact Person Email:	markmills24@gmail.com
Manager of Establishment:	Mark Miller Date of Birth: 07/19/1987 Phone: 785-845-2263
Owner of Premises (Landlord):	Jed Rathband
Address of Premises Owner:	50 Sewell St. Portland, ME Zip: 04101

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
ILLMADIC		41 Fox St. Unit A Portland, ME Zip: 04101	
Contact Person:	Mark Miller	Phone:	785-845-2263
Principal Officers	Title	Date of Birth	Residence Address
Mark Miller	owner	07/19/87	32 Brackett St. Portland, ME 04101

Do we need Liquor license before? or is this close to get Class A lounge?
About Your Establishment

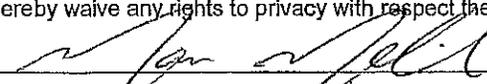
Class of Liquor License:	XXX ??? Class A lounge	
Type of food served:		
Please circle all that will be served:	Beer Wine Liquor	
Projected percentage of sales:	Generated from Food: 7%	Generated from Alcohol: 93%
Hours & days of operation:	11AM - 9PM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<input checked="" type="radio"/>
If No, please explain: Limited food menu	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<input checked="" type="radio"/>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<input checked="" type="radio"/>
Will you permit dancing on the premises?	<input checked="" type="radio"/>
Will you permit dancing after 1:00 a.m.?	<input checked="" type="radio"/>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<input checked="" type="radio"/>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<input checked="" type="radio"/>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? July 15 th 2018	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<input checked="" type="radio"/>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<input checked="" type="radio"/>
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	<input checked="" type="radio"/>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input checked="" type="radio"/>
If Yes, please explain:	

I, Mark Miller do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title Owner Date _____

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINE.LIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input checked="" type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: ILLMADIC, LLC			Business Name (D/B/A) ILLMADIC, LLC		
APPLICANT(S) - (Sole Proprietor) Mark Miller		DOB: 07/19/87	Physical Location: 41 Fox St. unit A Portland, ME 04101		
		DOB:	City/Town Portland,	State ME	Zip Code 04101
Address 32 Brackett St.			Mailing Address 41 Fox St. Unit A		
City/Town Portland	State ME	Zip Code 04101	City/Town Portland	State ME	Zip Code 04101
Telephone Number 785-845-2263		Fax Number	Business Telephone Number		Fax Number
Federal ID, # 82-5034535			Seller Certificate #: or Sales Tax #:		
Email Address: Please Print Markmills24@gmail.com			Website: www.illmadic.com		

If business is NEW or under new ownership, indicate starting date: July 15, 2018

Requested inspection date: _____ Business hours: _____

3. If a premise is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: _____
9. Business records are located at: One Portland Square Portland, ME 04112 (Verrill Dana)
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth

Residence address on all of the above for previous 5 years (Limit answer to city & state)

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: Jed Rathband 50 Sewell St. Portland, ME 04101

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? _____ Which of the above is nearest? _____

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO
If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME on May 24, 2018
Town/City, State Date

Mark Miller
Signature of Applicant or Corporate Officer(s)
Mark Miller
Print Name

Please sign in blue ink
Signature of Applicant or Corporate Officer(s)
Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the Treasurer of Maine. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



State of Maine
 Division of Alcoholic Beverages and
 Lottery Operations
 Division of Liquor Licensing and Enforcement

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

? **Corporate Information Required for
 Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name: ILLMADIK, LLC

2. Doing Business As, if any: Brewery

Check LLC for 3. date Date of filing with Secretary of State: _____ State in which you are formed: Maine

4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Mark Miller	• 32 Brackett Portland, ME 04102 • Overland Park, KS • Mission, KS	09/19/87	Owner	100

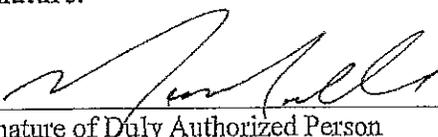
(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?
Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?
Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed).
Name: _____
Date of Conviction: _____
Offense: _____
Location of Conviction: _____
Disposition: _____

Signature:


Signature of Duly Authorized Person

05-24-18

Date

Mark Miller

Print Name of Duly Authorized Person

Submit Completed Forms To:
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

iLLmadic

MENU

DRAFT BEER (rotating)

- \$ 7 Double IPA - T-Shirt Cannon - Lone Pine
- \$ 6 IPA - Prime - GoodFire
- \$ 6 IPA - Brightside - Lone Pine
- \$ 5 Rye Pale Ale - Daymark - Rising Tide
- \$ 5 Pilsner - Luppolo - Oxbow
- \$ 5 Kolsch - Austin Street
- \$ 5 Kettle Sour - Preble - Fore River
- \$ 5 Cider - Amber - Woodchuck

CAN BEER

- \$ 3 Pabst Blue Ribbon
- MP iLLmadic (rotating cans)

FOOD

- \$ 3 Bag of Peanuts (pre packaged)
- \$ 3 Bag of Chips (pre packaged)
- \$ 1 Snack Bars (pre packaged)

5/25/2018

City of Portland Mail - Re: Illmadic



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Illmadic

Kevin Cashman <kevindc@portlandmaine.gov>
To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Fri, May 25, 2018 at 7:19 AM

PD has no objections.

Kevin C.

On Thu, May 24, 2018 at 1:46 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application. This will be going before City Council on 6/18.

The information has been added to Energov or email me the approvals. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D604474

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-05-25) :

Inquiries Name(s) MARK MILLER (1987-07-19)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

Illmadic LLC
41 Fox Street Unit A
Portland ME 04101

Re: **Illmadic LLC dba Illmadic. Application for a Class A Lounge at 41 Fox Street.**

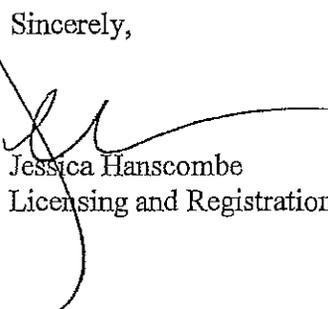
Dear Mark Miller,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of application for a Class A Lounge at 41 Fox Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

**Notice of Public Hearing
City of Portland**

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Illmadic LLC dba Illmadic. Application for a Class A Lounge at 41 Fox Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 257-17/18
Tab 11 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

TOC Industries dba The Escape Room. Application for a Class III & IV at 492 Congress Street.

The Escape Room

Application for Alcoholic Beverages License

The Escape Room is a growing entertainment company offering indoor adventure gaming for people of all ages. *The Escape Room* started in July 2015 with two themed rooms and is currently located at 496 Congress Street in downtown Portland. It has grown in popularity and we are looking to expand by relocating to a new space, adding an additional fourth room and building a bar serving wine and beer to customers who are participating in Escape Rooms and also just looking to relax and potentially play board games which we will also offer.

We currently find that customers are asking and looking for somewhere to have a drink after they have played a game and now we can hopefully be the ones to offer that service.

We hope you find the Escape Room an acceptable establishment to approve a class III and class IV license.

Sincerely,

David Jopp
Owner and President

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	THE ESCAPE ROOM Phone: 207-619-3775
Location Address:	490 CONGRESS STREET Zip: 04101
If new, what was formerly at this location:	Whitney ART WORKS - ART GALLERY
Mailing Address:	Zip:
Contact Person:	DAVID JOPP Phone: 207-400-7828
Contact Person Email:	Admin@escaperoomme.com
Manager of Establishment:	Date of Birth: Phone:
Owner of Premises (Landlord):	Michael Zilka
Address of Premises Owner:	1001 McKinney Ste 1900, Houston Texas Zip:

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address
DAVID JOPP	9/15/86	197 Sparrow Rd, Scarborough, ME 04074

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
TOC Industries		496 Congress St. Ste 2A, Portland Zip: 04101	
Contact Person:	David Jopp	Phone:	207-400-7828
Principal Officers	Title	Date of Birth	Residence Address
David Jopp	Owner/President	9/15/1986	197 Sparrow Ave, Scarborough, ME 04104

About Your Establishment

Class of Liquor License:	3, 4	
Type of food served:	Pizza, Meat Pies,	
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Liquor	
Projected percentage of sales:	Generated from Food: 5%	Generated from Alcohol: 95%
Hours & days of operation:	Mon - Fri 4pm - 11pm, Sat 11am - 11pm, Sun 11am - 8pm	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<input checked="" type="radio"/> Y <input type="radio"/> N
If No, please explain: <i>Selling drinks + minimal food to Escape Room Patrons</i>	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<input checked="" type="radio"/> Y <input type="radio"/> N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<input checked="" type="radio"/> Y <input type="radio"/> N
Will you permit dancing on the premises?	<input checked="" type="radio"/> Y <input type="radio"/> N
Will you permit dancing after 1:00 a.m.?	<input checked="" type="radio"/> Y <input type="radio"/> N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<input checked="" type="radio"/> Y <input type="radio"/> N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<input checked="" type="radio"/> Y <input type="radio"/> N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <i>July 1st 2018</i>	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	<input checked="" type="radio"/> Y <input type="radio"/> N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<input checked="" type="radio"/> Y <input type="radio"/> N
If Yes, please list business name(s) and location(s):	
<i>The Escape Room 496 Congress Street</i>	
Is any principal officer under the age of 21?	<input checked="" type="radio"/> Y <input type="radio"/> N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input checked="" type="radio"/> Y <input type="radio"/> N
If Yes, please explain:	

I David J. [Signature] do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title Owner/President Date 5/1/18

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

NEW application: X Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: X MALT X VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV) RESTAURANT/LOUNGE (Class XI) CLASS A LOUNGE (Class X)
 HOTEL (Class I,II,III,IV) HOTEL, FOOD OPTIONAL (Class I-A) BED & BREAKFAST (Class V)
 CLUB w/o Catering (Class V) CLUB with CATERING (Class I) GOLF COURSE (Class I,II,III,IV)
 TAVERN (Class IV) QUALIFIED CATERING X OTHER: Escape Room/Entertainment (Class III,IV)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: TOC Industries			Business Name (D/B/A) The Escape Room		
APPLICANT(S) –(Sole Proprietor)		DOB:	Physical Location:		
David Jopp		9/15/86	492 Congress Street		
		DOB:	City/Town	State	Zip Code
			Portland	Maine	04101
Address 496 Congress St, Suite 2A			Mailing Address 496 Congress Street, Suite 2		
City/Town	State	Zip Code	City/Town	State	Zip Code
Portland	Maine	04101	Portland	Maine	04101
Telephone Number	Fax Number		Business Telephone Number		Fax Number
207-400-7828			207-619-3775		
Federal I.D. # 81-2455569			Seller Certificate #: or Sales Tax #:		
Email Address: Please Print david.j.jopp@gmail.com			Website: www.escaperoomme.com		

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____ noon – 12 midnight _____

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
2. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 0 LIQUOR \$ 0 _____
3. Is applicant a corporation, limited liability company or limited partnership? YES NO X
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
4. Do you own or have any interest in any another Maine Liquor License? Yes X No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #

Name of Business

Physical Location

City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES NO
6. If manager is to be employed, give name: _____
7. Business records are located at: 496 Congress St, Ste 2A, Portland ME 04101
8. Is/are applicants(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
David Jopp	09/15/86	England
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
197 Spurwink Rd, Scarborough Maine 04074		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES NO

14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner:
MZ Kimball Court, LLC 3262 Westheimer Road #467, Houston, Texas

15. Describe in detail the premises to be licensed: **(On Premise Diagram Required)** The Escape Room, providing a unique form or entertainment. People enter a room and 60 minutes to solve a number of puzzles and 'escape the room'

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

17. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.2 miles
- Which of the above is nearest? _____ First Parish Portland _____

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: Bangor Savings Bank and SBA have provided me with an \$80k loan for the buildout of the new location

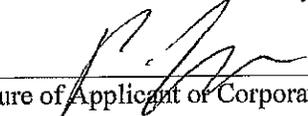
On Premise Rev. 10-2017

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: 496 Congress St, Ste 2A, Portland, ME on 24th May, 2018
Town/City, State Date

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
DAVID JOPP
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

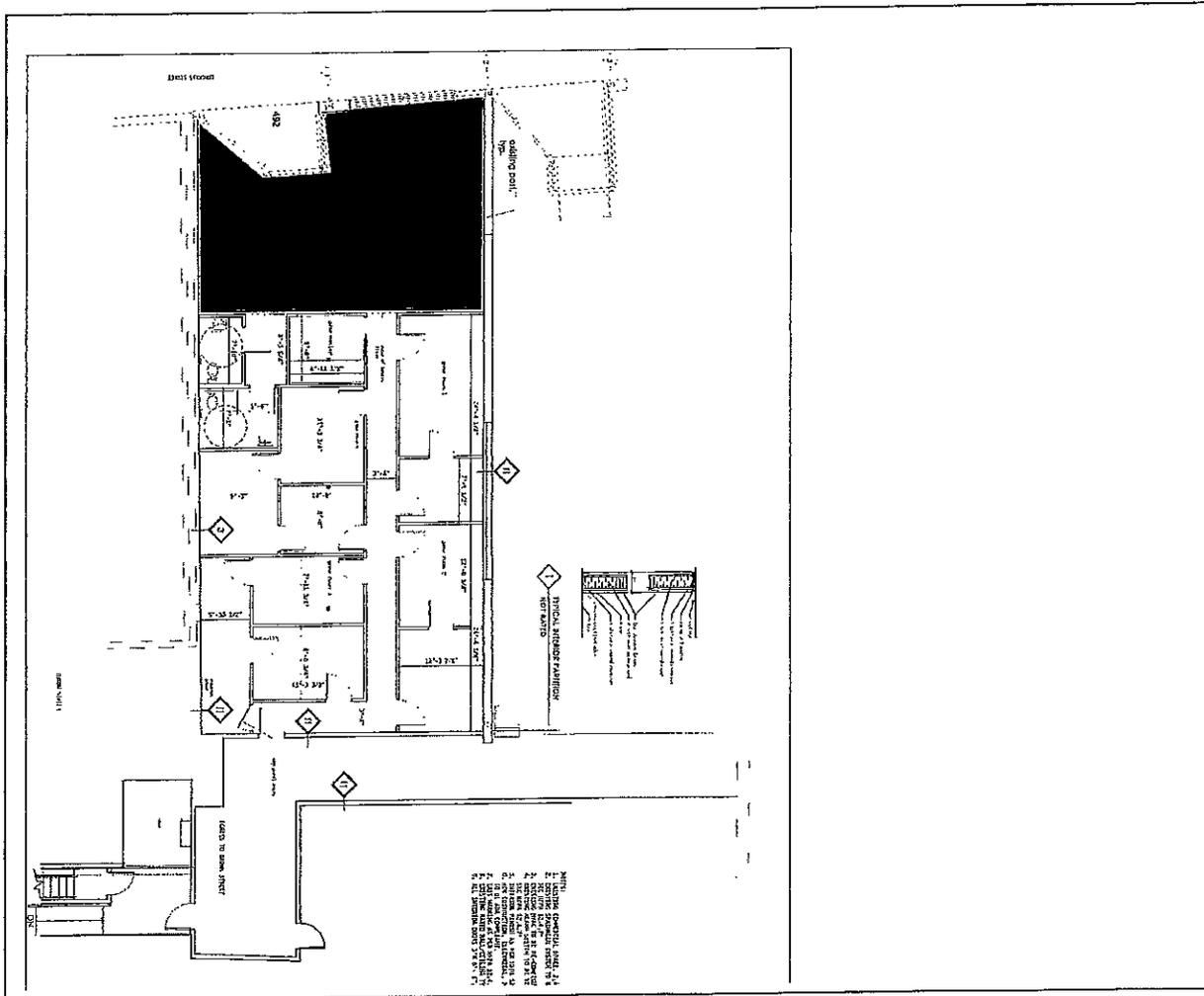
FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	\$ 900.00
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) CLASS I-A: Hotels only that do not serve three meals a day.	\$1,100.00
Class II Spirituous Only CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III Vinous Only CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV Malt Liquor Only CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) CLASS V: Clubs without catering privileges.	\$ 495.00
Class X Spirituous, Vinous and Malt – Class A Lounge CLASS X: Class A Lounge	\$2,200.00
Class XI Spirituous, Vinous and Malt – Restaurant Lounge CLASS XI: Restaurant/Lounge; and OTB.	\$1,500.00

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and
Enforcement

Corporate Information Required for

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: TOC Industries Inc
2. Doing Business As, if any: The Escape Room
3. Date of filing with Secretary of State: 5/16/18 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
David Jopp	197 Spurwink Rd, Scarborough, ME 04047 56 Greenwood Avenue, Scarborough, ME 04074 638 Congress St, Apt 708, Portland ME 04101	9/15/86	Owner/President	82%
Benjamin Many	44 Eastman Rd, Cape Elizabeth, ME 04107			18.8%
Stephen Knight	35 Eliot St, South Portland, ME 04106 941 Broadway Street, South Portland, ME 04106	12/4/84		0% (2/8/17) (45% 5/16/16)

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)
7. Is any principal person involved with the entity a law enforcement official?
Yes No If Yes, Name: _____ Agency: _____
8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?
Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

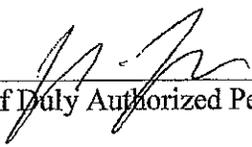
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

5/29/18

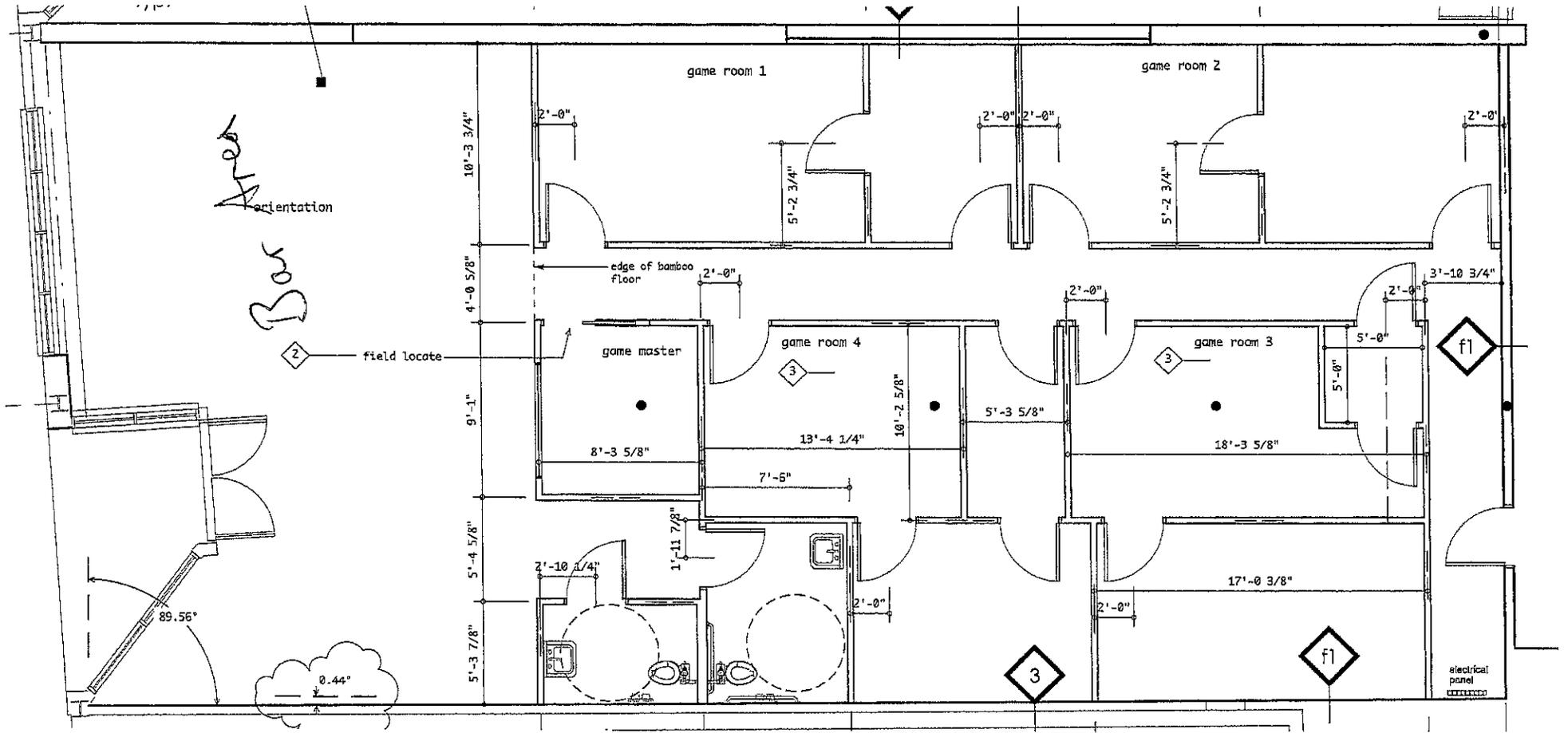
Date

DAVID JOPP

Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Escape Room

Kevin Cashman <kevindc@portlandmaine.gov>

Fri, May 25, 2018 at 2:25 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections.

Kevin C.

On Fri, May 25, 2018 at 11:10 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for a Class III & IV. This will go before council on 6/18. Please advise. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

TOC Industries
496 Congress Street Ste 2A
Portland ME 04101

Re: TOC Industries dba The Escape Room. Application for a Class III & IV at 492 Congress Street.

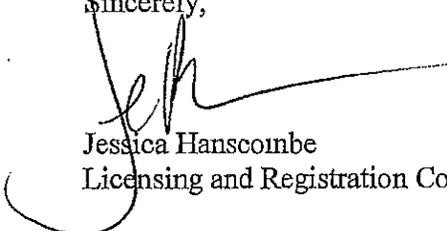
Dear David Jopp,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of application for a Class III & IV at 492 Congress Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement
Notice of Public Hearing
City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., TOC Industries dba The Escape Room. Application for a Class III & IV at 492 Congress Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 258-17/18
Tab 12 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Nguoi Dep LLC dba Cong Tu Bot. Application for Outdoor Dining on Public Property at
57 Washington Avenue.**

CÔNG TỬ BỘT

May 23, 2018

Mayor Strimling and Members of City Council,

Our restaurant, Cong Tu Bot, located at 57 Washington Ave, would like to expand our seating area to include 12 seats outside in the parking lot adjacent to our building. We have two parking spaces afforded to us from our landlord and we would like to use those spaces for tables during the warmer months. This idea has been approved by our landlord and is stipulated as such in our lease. We plan to serve alcohol and will abide by all city regulations.

As we gear up for our first full summer of being in operation we are excited by the idea of offering more seating options to our customers. We remain excited by all the positive changes happening on Washington Ave.

Best,

Vien Dobui & Jessica Sheahan
Owners, Cong Tu Bot

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

**Outdoor Dining Permit on Public Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

Legal Advertisement Deposit \$100.00

Outdoor Dining on Public Property \$80.00 plus \$2.00 per Square foot \$2.00 X 180 SF = 360 \$ 440⁰⁰

Outdoor Dining on Public Property in a City Park \$80.00 plus \$6.00 per Square foot \$6.00 X _____ SF = _____

Business Information	
Business Name (d/b/a):	Cong To Bot Phone: 925 413 0468
Location Address:	57 Washington Ave Zip: 04101
Mailing Address:	95 Morning St Apt 2 Portland Zip: 04101
Contact Person:	Jessica Sheahan Phone: 925 413 0468
Contact Person Email:	jessica@congtobot.com
Manager of Establishment:	Jessica Sheahan Date of Birth: 2/26/85 Phone: 925 413 0468
Owner of Premises (Landlord):	Jack Harris
Address of Premises Owner:	75 Washington Ave Suite 2H Zip: 04101

Owner Information

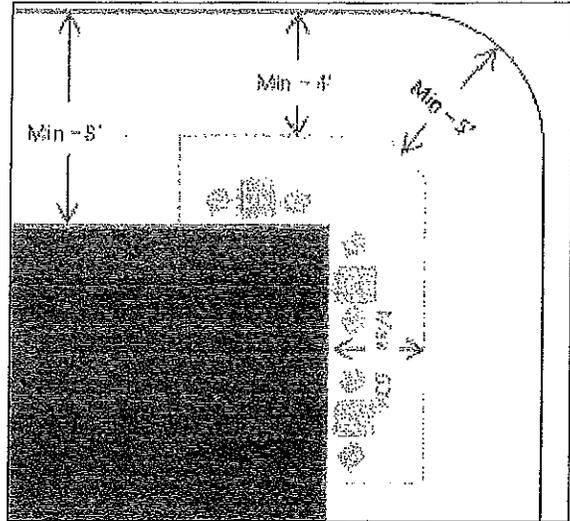
Corporate Name		Corporate Mailing Address	
Ngouoi DEP LLC		95 Morning St Apt 2 Portland Zip: 04101	
Contact Person:	Jessica Sheahan	Phone:	925 413 0468
Principal Officers		Title	Date of Birth
Vien Daboi		Manager	6/27/1982
Jessica Sheahan		Manager	2/26/1985

About Your Establishment

Class of License:	REST MUN - Eating Place.
Type of food served:	Vietnamese
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	Open every day.
Number of Tables	4
Number of Chairs	12

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of sidewalk
Sidewalk Type	Sidewalk Passage Width (Min)
Standard sidewalk	4'0"
Street corner	5'0"

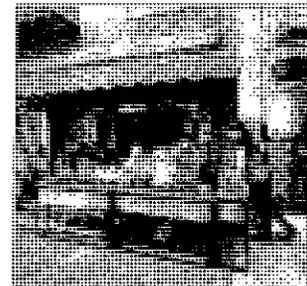
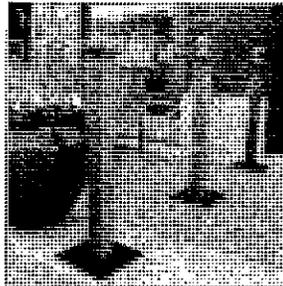


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



Maintenance and Operations

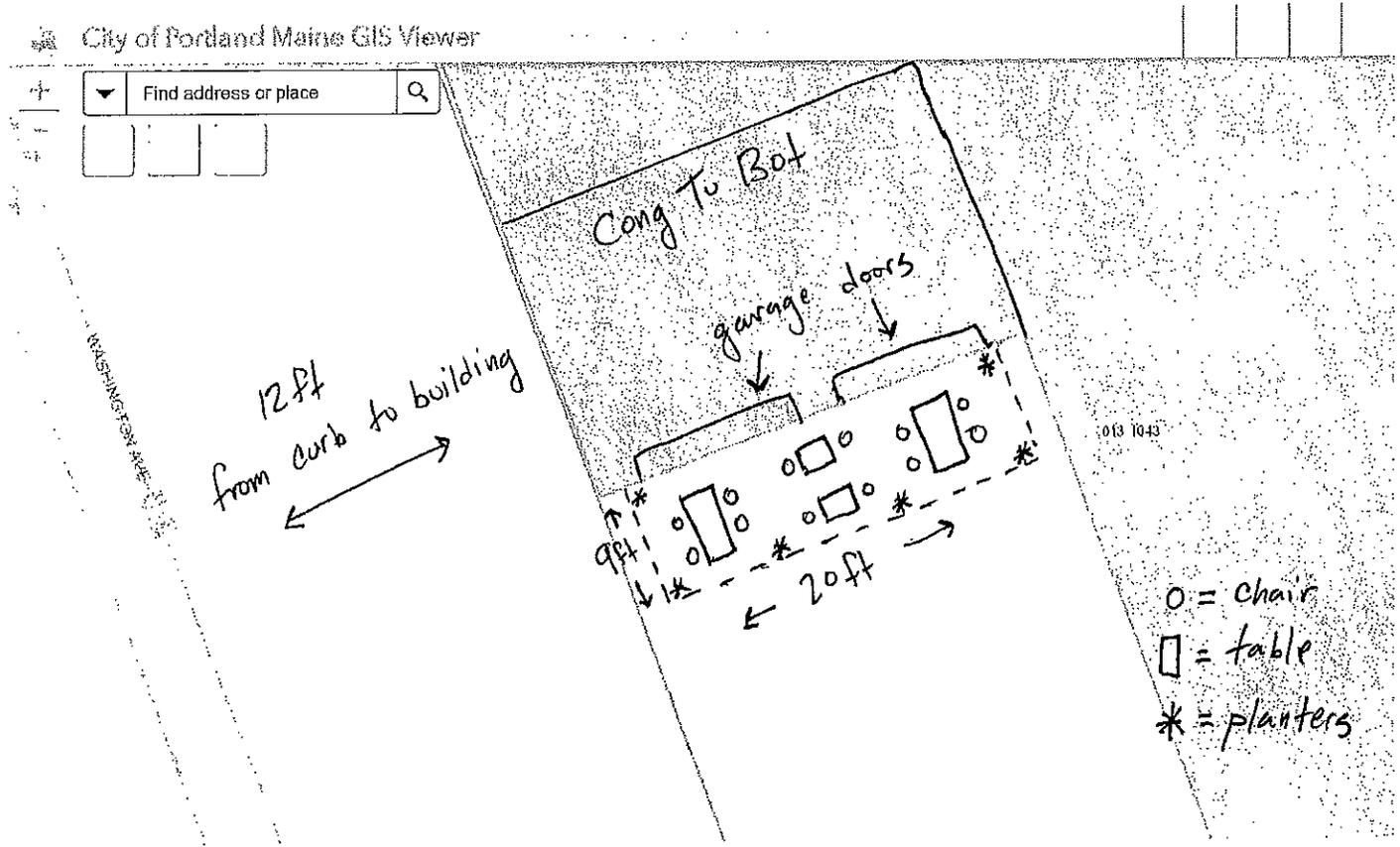
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature *[Handwritten Signature]* Title Manager Date _____

For Administrative Use Only

Amount: _____		Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____ / _____		
CC _____ CA _____ CK _____	Health: _____ / _____		
	PD: _____ / _____		
Amount: _____	Treasury: _____ / _____		
Date Paid: _____	Zoning: _____ / _____		
CC _____ CA _____ CK _____			



- total square footage of outdoor dining area: 180 sq ft.
- Barriers will be planters with rope strung between them.

Google Maps 52 ME-26

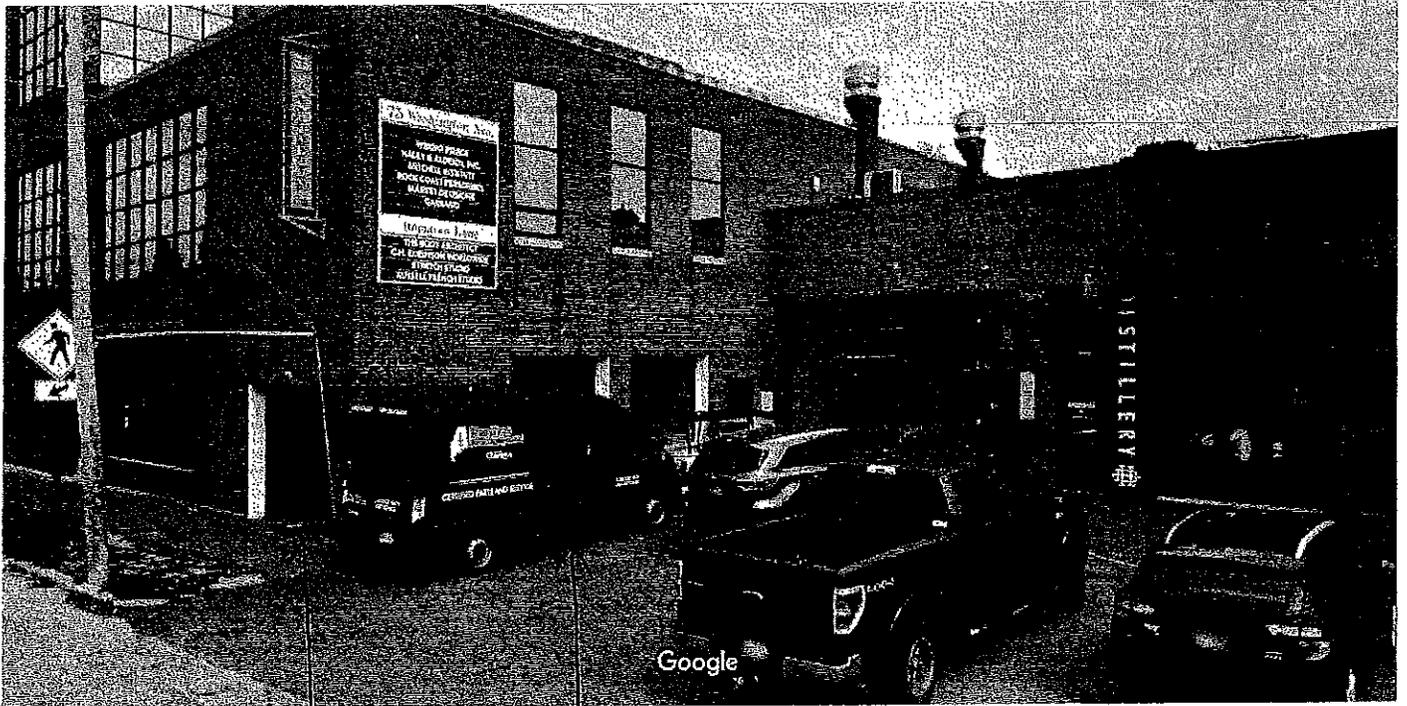


Image capture: Aug 2017 © 2018 Google

Portland, Maine
 Google, Inc.
 Street View - Aug 2017

front entrance
 to Cong To Bef.

parking spaces where proposed
 outdoor seating would be.



Google Maps 56 ME-26



© 2017 Google

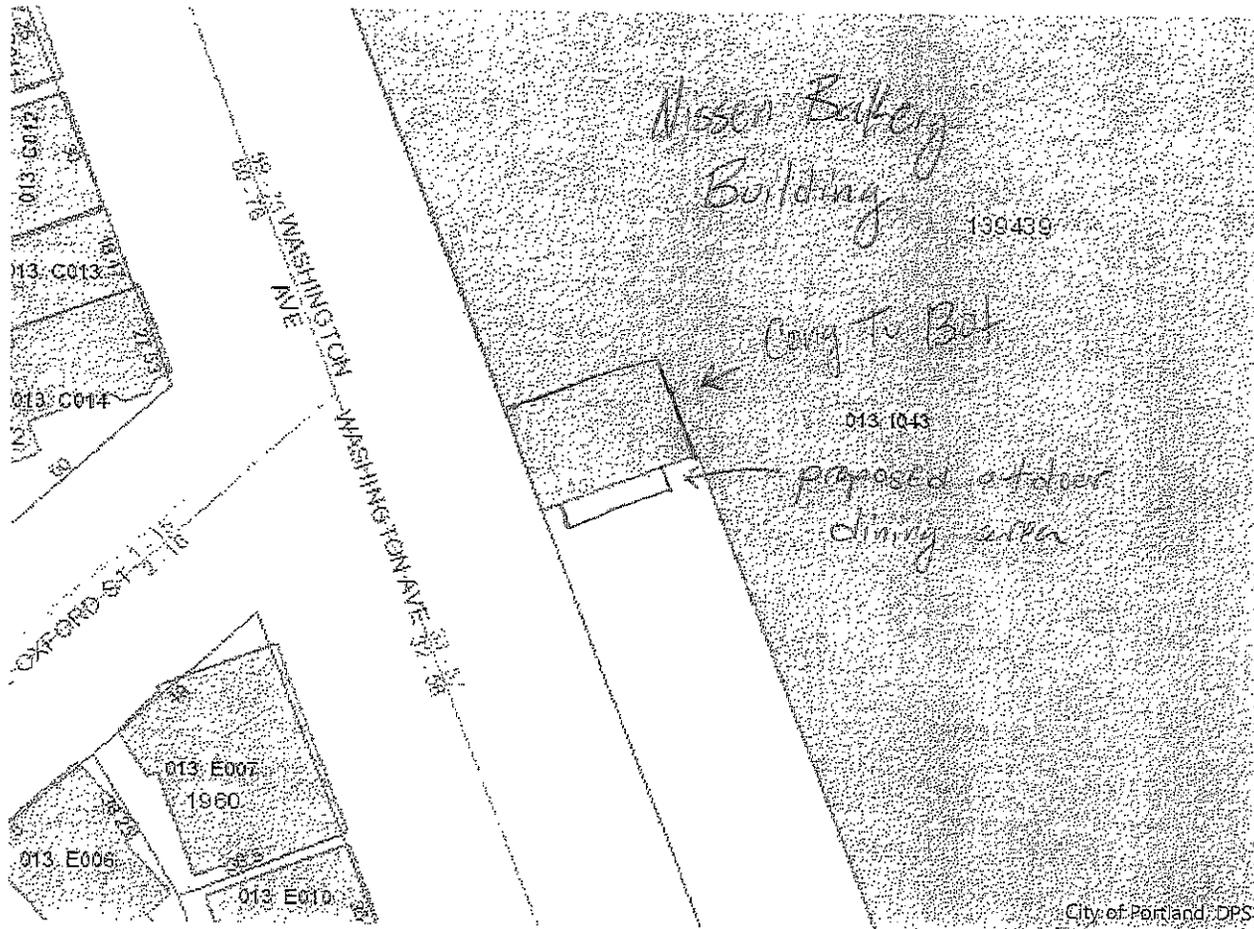
© 2017 Google

© 2017 Google, Inc.

Street View - Aug 2017

*proposed outdoor
area*





Nissen Bakery
Building 139439

← Cong To Bot

← proposed outdoor
dining area

013.1043

City of Portland, DPS



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Cong Tu Bot

Kevin Cashman <kevindc@portlandmaine.gov>

Fri, May 25, 2018 at 4:03 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

Pd has no objections.

Kevin C.

On Fri, May 25, 2018 at 15:39 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached outdoor dining application. This is going before city council on 6/18. Please advise. Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--
Sent from Gmail Mobile

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 28, 2018

Nguoi Dep LLC
95 Morning Street Apt 2
Portland ME 04101

Re: Nguoi Dep LLC dba Cong Tu Bot. Application for Outdoor Dining on Public Property at 57 Washington Avenue.

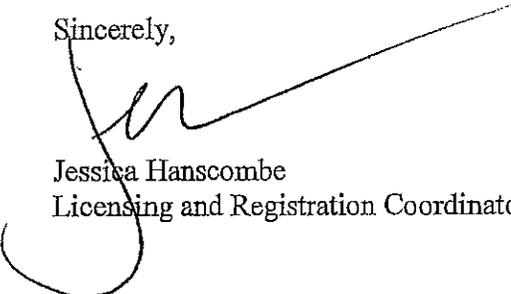
Dear Jessica Sheahan,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of application for Outdoor Dining on Public Property at 57 Washington Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Nguoi Dep LLC dba Cong Tu Bot. Application for Outdoor Dining on Public Property at 57 Washington Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 259-17/18
Tab 13 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

TRL, LLC dba 371. Application for a Class III & IV at 371 Forest Avenue.

TRL LLC, dba 371
PO Box 133
Gorham, Maine 04038
207-807-5641

May 22, 2018

Dear Mayor and Members of the City Council:

We are here before you to request a license to operate 371, currently Forest Gardens located at 371 Forest Avenue in Portland as a tavern serving beer, wine and a small food menu. Our plan is to keep the tradition, camaraderie and familiarity the current patrons have come to know and love since 1936 the same as it currently exists. With the retirement of the current owner we feel privileged to take on this task.

You may wonder why the change in name? This was at the request of the building owner and we feel and have talked with many of the patrons that the name does not hold great importance, it is the friendships and history that will keep the patrons returning often.

I can be reached at any time with questions or concerns at 207-807-5641 or LindsayHolden@Maine.rr.com.

Sincerely,


Tyler Holden

TRL, LLC dba 371
Lindsay Holden
Tyler Holden

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	371 Phone: 207 807 5641
Location Address:	371 Forest Avenue Portland, Maine Zip: 04101
If new, what was formerly at this location:	Forest Gardens
Mailing Address:	Po Box 133 Gorham, Maine Zip: 04038
Contact Person:	Lindsay Holden Phone: 207 807 5641
Contact Person Email:	lindsayholden@maine.rr.com
Manager of Establishment:	Lindsay Holden Date of Birth: Phone: 207 807 5641
Owner of Premises (Landlord):	Michael Kaplan
Address of Premises Owner:	49 Ocean Avenue Portland, Maine Zip: 04103

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
TRL, LLC		Po Box 133 Gorham, Maine Zip: 04038	
Contact Person:	Lindsay Holden	Phone:	207 807 5641
Principal Officers	Title	Date of Birth	Residence Address
Lindsay Holden	member	2/25/81	80 Company Road Dayton, Maine 04005
Tyler Holden	member	2/27/85	16 Green Trees Drive Gorham, ME 04038

About Your Establishment

Class of Liquor License:	malt + vinous license (class III and IV)		
Type of food served:	burgers, sandwiches, snacks		
Please circle all that will be served:	Beer	<input checked="" type="checkbox"/> Wine	Liquor
Projected percentage of sales:	Generated from Food: 25%	Generated from Alcohol: 75%	
Hours & days of operation:	7 days a week 11am - 11pm		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain: sandwiches + snacks only	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: <u>1</u> # of amusements: <u>1</u> # of pool tables: _____	
What is your targeted opening date? August 1, 2018	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

I, Lindsay Holden do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title owner Date 5/22/18

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINE.LIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL-OPTINONAL FOOD (Class I-A)

HOTEL (Class I,II,III,IV)

CLASS A LOUNGE (Class X)

CLUB-ON PREMISE CATERING (Class I)

CLUB (Class V)

GOLF CLUB (Class I,II,III,IV)

TAVERN (Class IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: TRL, LLC			Business Name (D/B/A) 371		
APPLICANT(S) - (Sole Proprietor)		DOB:	Physical Location: 371 Forest Avenue		
		DOB:	City/Town Portland	State Maine	Zip Code 04101
Address 371 Forest Avenue			Mailing Address PO Box 133		
City/Town Portland	State Maine	Zip Code 04103	City/Town Gorham	State Maine	Zip Code 04038
Telephone Number 207 807 5641		Fax Number 207 591 4583		Business Telephone Number 207 807 5641	
				Fax Number 207 591 4583	
Federal I.D. # 38-3934720			Seller Certificate #: or Sales Tax #: 1191526		
Email Address: Please Print lindsayholden@maine-rr.com			Website: none		

If business is NEW or under new ownership, indicate starting date: 8/1/18

Requested inspection date: _____ Business hours: _____

3. If a premise is a hotel, indicate number of rooms available for transient guests: —

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 24K LIQUOR \$ 12K

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: _____

9. Business records are located at: 371 Forest Avenue Portland, Maine 04101

10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Lindsay Holden	2/25/81	Portland, ME
Tyler Holden	2/27/85	Portland, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Lindsay Holden - Dayton, Maine

Tyler Holden - Gorham, Maine

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____
Michael Kapan 49 Ocean Avenue Portland, Maine 04103

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) mixed use building
2 commercial units, 4 residential unit - 371 is 1/2 of the first floor

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.3 mi Which of the above is nearest? USM CAMPUS

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

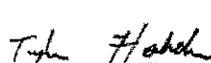
The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Gorham, Maine on May 23, 2018
Town/City, State Date


Signature of Applicant or Corporate Officer(s)
Lindsay Holden
Print Name

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
Tyler Holden
Print Name



State of Maine
 Division of Alcoholic Beverages and
 Lottery Operations
 Division of Liquor Licensing and Enforcement

**Corporate Information Required for
 Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

- Exact legal name: TRL, LLC
- Doing Business As, if any: 371
- Date of filing with Secretary of State: 6/17/14 State in which you are formed: Maine
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Lindsay Holden	80 Company Road Dayton, Maine 04005	2/25/81	owner	50
Tyler Holden	16 Green Trees Drive Gorham, Maine 04038	2/27/85	owner	50

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed).

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

Signature of Duly Authorized Person

5/22/18

Date

Lindsay Holden

Print Name of Duly Authorized Person

Submit Completed Forms To:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

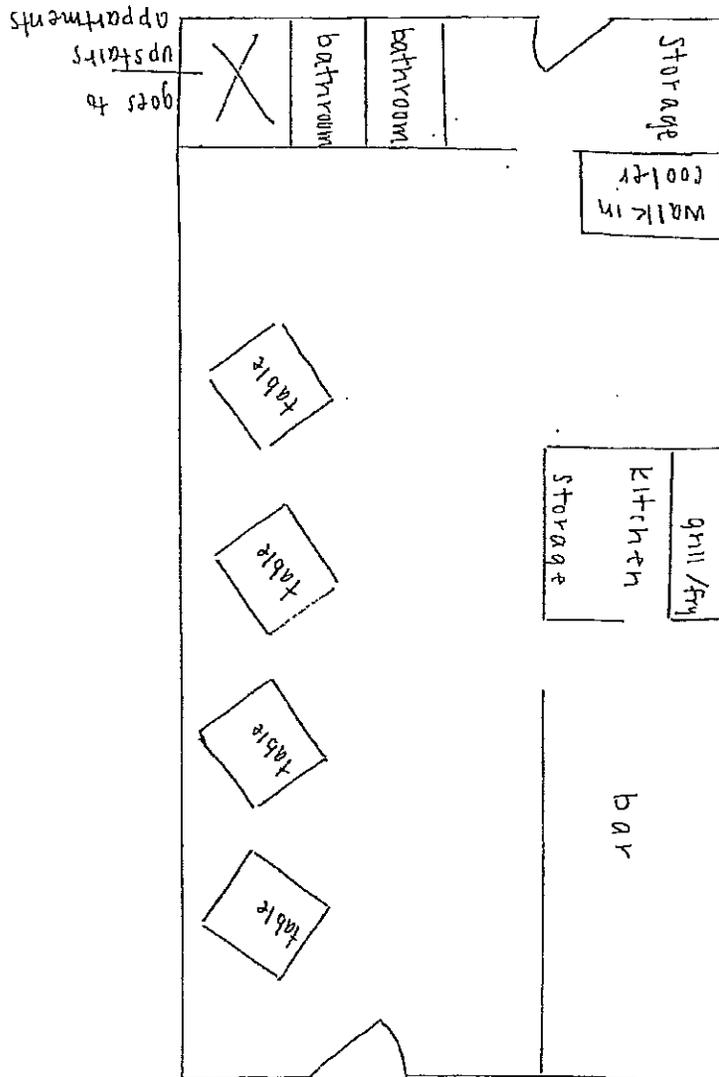
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

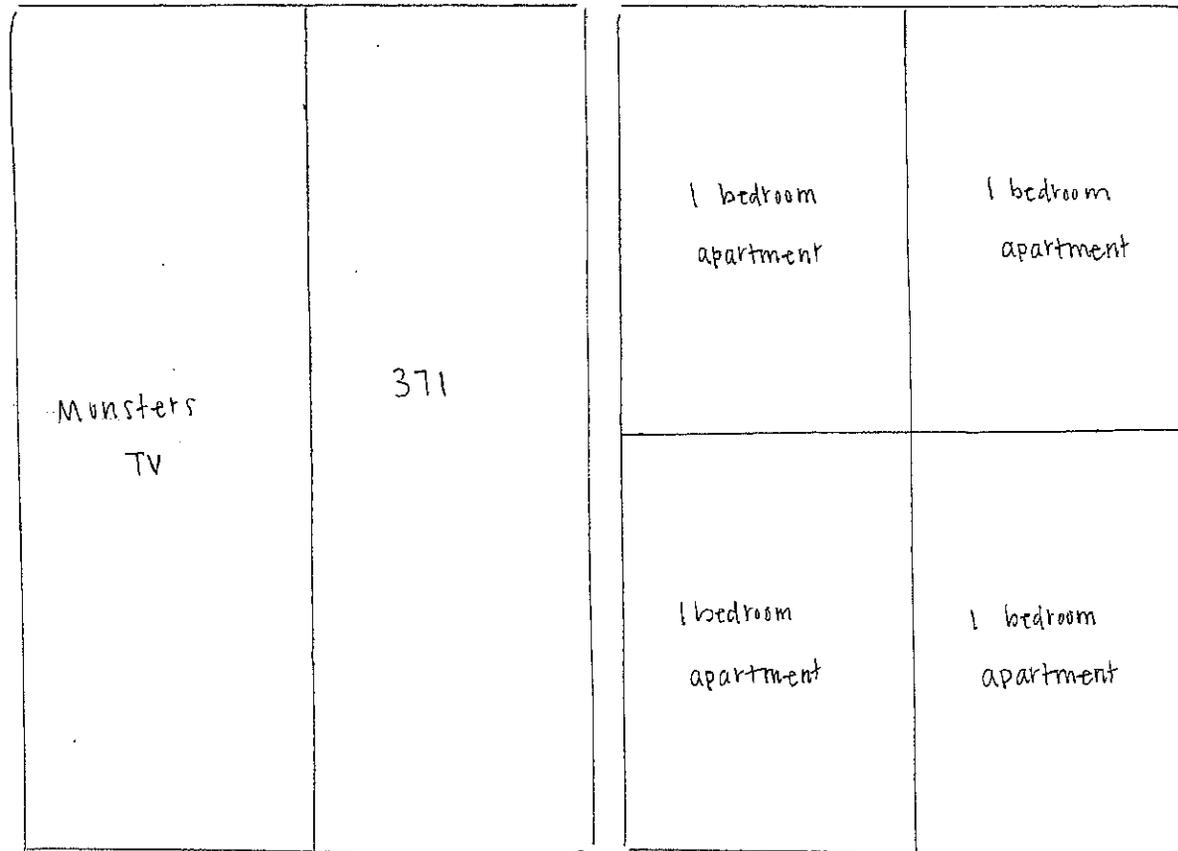


Forest Avenue

371 Forest Avenue Portland

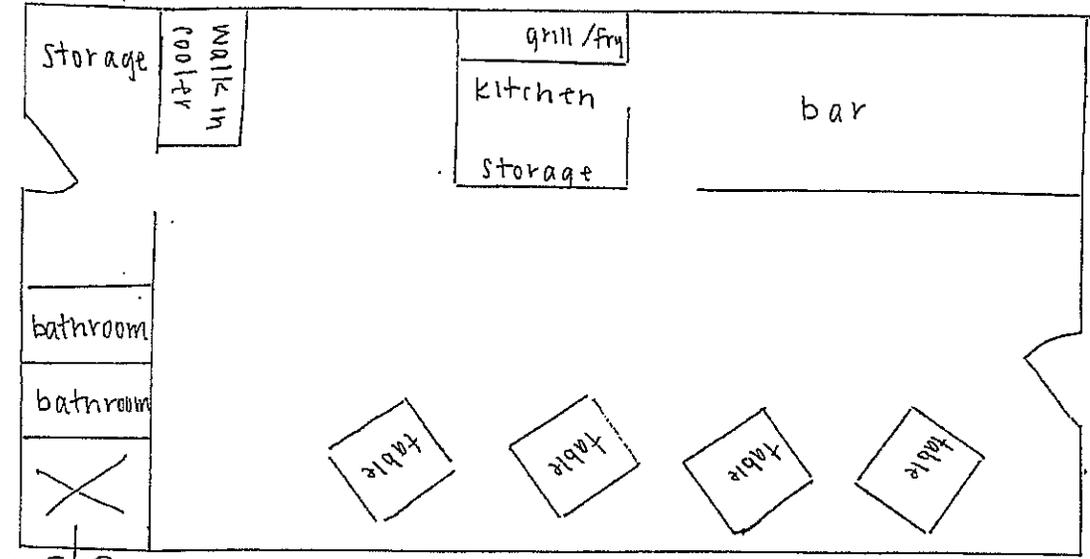
first floor

second floor



Forest Avenue

Preble Street



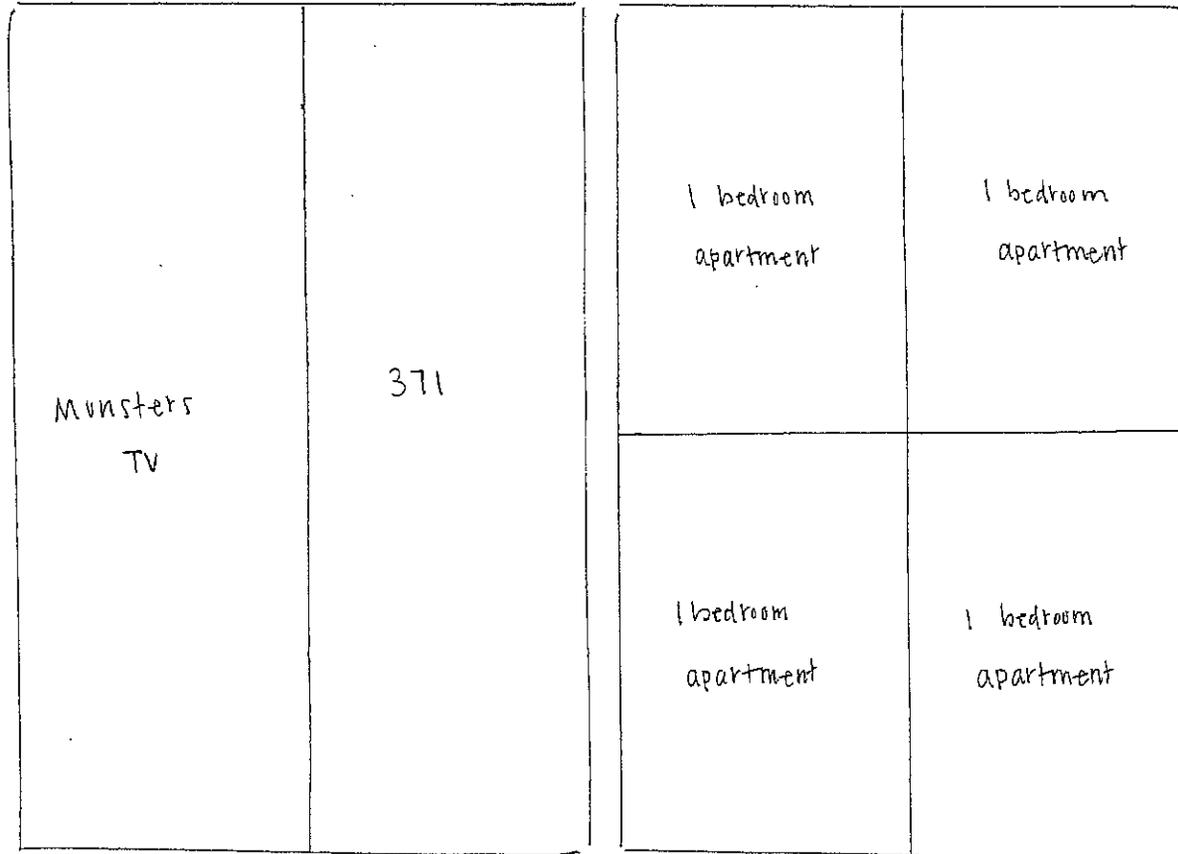
goes to
upstairs
apartments

Forest Avenue

371 Forest Avenue Portland

first floor

second floor



Forest Avenue

Menu for 371

Sandwiches (served with chips)

Deluxe; lettuce, tomato and mayo

Hamburger	3.50
deluxe	4.00
Cheeseburger	4.00
deluxe	4.50
Double Cheeseburger	6.75
deluxe	7.25
Steak and Cheese Sandwich	7.50
Loaded	8.50
Chicken Burger	4.00
deluxe	4.50
Fish Burger	3.75
Clam Burger	3.00
Hot Dog	2.75

Snacks

French Fries

small	2.50
large	3.00

Onion Rings

small	3.25
large	3.75

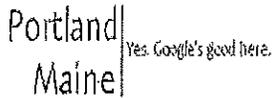
Harmons Clam Cakes (each) 2.50

Chicken Fingers (each) 1.75

Jalapeno Poppers (6) 5.00

Chicken Tenders (4) 6.75

Buffalo Tenders (4) 6.75



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: 371

Tue, May 29, 2018 at 1:18 PM

Kevin Cashman <kevindc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, May 29, 2018 at 10:49 AM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for 371 at 371 Forest Ave. This is a change of ownership of an existing business. This will be going before council on 6/18.

Please advise. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D606167

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-05-29) :

Inquiries Name(s)

LINDSAY HOLDEN (1981-02-25)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 29, 2018

TRL, LLC
PO Box 133
Gorham ME 04038

Re: **TRL, LLC dba 371. Application for a Class III & IV at 371 Forest Avenue.**

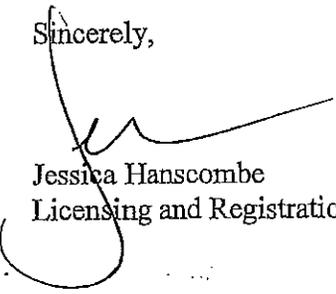
Dear Lindsay Holden,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of application for a Class III & IV at 371 Forest Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., TRL, LLC dba 371. Application for a Class III & IV at 371 Forest Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 260-17/18
Tab 14 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

BBS Enterprises, Inc dba 66S Fusion. Application for a Class I FSE at 425 Fore Street.

May.28.2018

66S Fusion Restaurant

425 Fore St. Suite 400

Portland, ME,04101

Dear: Mayor and City Council

We (DBA) 66S Fusion, a Portland Asian fusion restaurant is seeking your support to obtain a liquor license to operate in the downtown tourist area. Please review out enclosed documents for further consideration and approval, your help is greatly appreciated. If there's any questions regarding this matter please don't hesitate to contact us any time. Thank you and have a great day.

Please find these enclosed documents with this letter:

- 1,Diagram showing layout of the premises
- 2,City application for food & alcohol
- 3,State application for alcohol
- 4, Menu
- 5,Payment of fees

Sincerely

Chao Huang, Manager

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	66S Fusion Phone:
Location Address:	425 Fore St. Suite 400, Portland, ME Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	P.O. Box 6596, Scarborough, ME Zip: 04070
Contact Person:	Chao Huang Phone: 212-777-2810
Contact Person Email:	chao525@msn.com
Manager of Establishment:	Chao Huang Date of Birth: 5/25/1995 Phone: 212-777-2810
Owner of Premises (Landlord):	Cow Plaza Garage, LLC.
Address of Premises Owner:	100 Commercial St. Portland, ME Zip: 04101

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
BBS Enterprise, Inc.		P.O. Box 6596, Scarborough, ME Zip: 04070	
Contact Person:	Chao Huang	Phone:	212-777-2810
Principal Officers	Title	Date of Birth	Residence Address
James Yao	CEO	10/10/1972	1 Newcomb Rdg. Scarborough, ME, 04074

About Your Establishment

Class of Liquor License:	Class I		
Type of food served:	Noodle, Sushi Bar, Poke		
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer	<input checked="" type="checkbox"/> Wine	<input checked="" type="checkbox"/> Liquor
Projected percentage of sales:	Generated from Food: 90%	Generated from Alcohol: 10%	
Hours & days of operation:	11:00am - 9:00pm		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y(N)
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y(N)
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y(N)
Will you permit dancing on the premises?	Y(N)
Will you permit dancing after 1:00 a.m.?	Y(N)
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y(N)
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y(N)
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	6/28
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y(N)
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y(N)
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y(N)
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y(N)
If Yes, please explain:	

I, Chao Huang do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Chao Huang Title Manager Date 5/28/2018

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINE.LIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL-OPTIONAL FOOD (Class I-A)

HOTEL (Class I,II,III,IV)

CLASS A LOUNGE (Class X)

CLUB-ON PREMISE CATERING (Class I)

CLUB (Class V)

GOLF CLUB (Class I,II,III,IV)

TAVERN (Class IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <i>BBS ENTERPRISE, INC.</i>	Business Name (D/B/A) <i>66 S Fusion</i>
APPLICANT(S) --(Sole Proprietor) DOB:	Physical Location: <i>425 Fore St. Suite 400</i>
DOB:	City/Town <i>Portland</i> State <i>ME</i> Zip Code <i>04101</i>
Address <i>425 Fore St. Suite 400</i>	Mailing Address <i>P.O. Box 6596</i>
City/Town <i>Portland</i> State <i>ME</i> Zip Code <i>04101</i>	City/Town <i>Scarborough</i> State <i>ME</i> Zip Code <i>04074</i>
Telephone Number Fax Number	Business Telephone Number Fax Number
Federal I.D. # <i>47-1968952</i>	Seller Certificate #: <i>118.0098</i> or Sales Tax #:
Email Address: Please Print <i>chao525@msn.com</i>	Website:

If business is NEW or under new ownership, indicate starting date: 6/28/2018

Requested inspection date: _____ Business hours: 11am-9pm

3. If a premise is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: Chao Huang

9. Business records are located at: 425 Fore St. Suite 400, Portland, ME, 04101

10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Chao Huang	5/28/1975	Shanghai, China

Residence address on all of the above for previous 5 years (Limit answer to city & state)

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) Attached.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? _____ Which of the above is nearest? _____

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME on 5/29, 20 18
Town/City, State Date

Please sign in blue ink

Chao Huang
Signature of Applicant or Corporate Officer(s)

Chao Huang
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the Treasurer of Maine. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



State of Maine
 Division of Alcoholic Beverages and
 Lottery Operations
 Division of Liquor Licensing and Enforcement

**Corporate Information Required for
 Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

- Exact legal name: BBS ENTERPRISE, INC.
- Doing Business As, if any: 66S Fusion
- Date of filing with Secretary of State: 9/23/2014 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
James Yao	1 Newcomb Rdg. Scarborough, ME, 04074	10/10/1972	CEO	100

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed).

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

Chao Huang

Signature of Duly Authorized Person

5/29/2018

Date

Chao Huang

Print Name of Duly Authorized Person

Submit Completed Forms To:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Donburi

Katsu Don	12
<i>Beef or Chicken & egg over rice</i>	
Unagi Don	16

JAPANESE NOODLES

Choice of Ramen • Udon • Soba

Tonkotsu	13
<i>Chashu pork, kikurage, menma, fishcake, egg & scallions</i>	
Spicy Miso	13
<i>Chopped pork, menma, fishcake, egg, corn & scallion</i>	
Miso	13
<i>Chashu pork, kikurage, menma, fishcake, egg & scallion</i>	
Shoyu	13
<i>Chashu pork, menma, fishcake, nori, egg & scallion</i>	
Vegetarian	11
<i>Vegetable base w/ mixed vegetables</i>	
Yaki Noodle	11
<i>Pan-fried w/ choice of shrimp, chicken or vegetable</i>	
Ginger Scallion Noodle	11

Noodles and Fried Rice

Served with Salad

1. UDON OR SOBA NOODLES SOUP	12
<i>Choice of shrimp tempura, grilled chicken or grilled beef</i>	
2. NABEYAKI UDON OR SOBA NOODLES	14
<i>with shrimp, chicken, crab meat, egg, vegetable</i>	
3. YAKI SOBA (Sautéed Thin Noodles)	
with Chicken or Beef	10
with Seafood	12
<i>Shrimp, scallops, squid and crab meat</i>	
4. YAKI UDON (Sautéed Thick Noodles)	
with Chicken	10
with Beef	11
with Seafood	13
<i>Shrimp, scallops, squid and crab meat</i>	
5. FRIED RICE	
Eel	11
Chicken or Shrimp or Beef or Salmon	10
6. ZARU SOBA OR UDON NOODLES	8
7. SPICY MISO SEAFOOD UDON NOODLES	12
8. YOSENABE SEAFOOD	12
<i>Pasta noodles, white fish, shrimp, squid and scallops</i>	

Teriyaki Dinner Entrees

Served with miso soup or salad and rice.

Teriyaki Vegetable	13	Teriyaki Salmon	16
Teriyaki Tofu	13	Teriyaki Shrimp	16
Teriyaki Chicken	13	Teriyaki Beef	18
Butter Flounder Fillet	16	Teriyaki Seafood	18
<i>Slightly breaded with ginger scallion sauce better sauce</i>		Beef Negimaki	18



Tempura Dinner Entrees

Served with miso soup or salad and rice.

Vegetable Tempura	10	Soft Shell Crab Tempura	16
<i>Mixed vegetables</i>		<i>with vegetables</i>	
Shrimp Tempura	14	House Tempura	16
<i>5 pieces shrimp with vegetables</i>		<i>Shrimp, chicken, crab meat and vegetables</i>	
Chicken Tempura	14		
<i>5 pieces chicken with vegetables</i>			

Katsu Dinner Entrees

Served with miso soup or salad and rice.

Chicken Katsu	13	Seafood Katsu	18
Pork Katsu	13	<i>Shrimp, scallops, crab meat and white fish</i>	
Fish Katsu	13		



DESSERT

Ice Cream	3		
<i>Choice of Green Tea, Vanilla or Red Bean Ice Cream</i>			
Banana Tempura	5	BEVERAGES	
Mochi Ice Cream (2 pcs)	4	Spring Water	2
<i>Ice cream coated with rice dough</i>		Soda (All)	2
Ice Cream Tempura	5	Orange Juice	3
Cheese Cake Tempura	5		

LUNCH MENU

Lunch Hours 11am-2pm

Sushi Bar Lunch Specials

Served with miso soup and salad.

Lunch Rolls Special -2 Rolls	9	3 Rolls	12
------------------------------	---	---------	----

Vegetable Sushi Platter	9
<i>4 pieces vegetable sushi with cucumber roll</i>	
Sushi Bar	10
<i>5 pieces of assorted fish, California roll</i>	
Tuna Sushi	10
<i>4 pieces sushi, 1 roll</i>	
Salmon Sushi	10
<i>4 pieces sushi, 2 roll</i>	
Sashimi	12
<i>12 pieces of assorted fish</i>	
Chirashi	12
<i>Assorted fish on bed of sushi rice</i>	
Eel Don	12

Teriyaki Lunch Specials

Served with miso soup and salad and choice of rice.

Chicken	9
Beef	9
Shrimp	9
Salmon	9
Chicken Katsu	9
Beef Negimaki	9

Bento Box Specials

Served w/ miso soup, karamida, salad, California roll and choice of rice

Teriyaki Beef	9	Sashimi 7 pieces	9
Teriyaki Chicken	9	Beef Negimaki	9
Teriyaki Shrimp	9	Sesame Chicken	9
Teriyaki Salmon	9	Chicken Katsu	9
Tempura Shrimp	9	Pork Katsu	9
Tempura Chicken	9	Fish Katsu	9
Sushi 4 pieces	9		

Lunch Noodle

Ramen • Udon • Soba

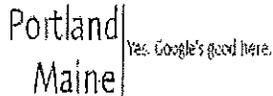
Tonkotsu	13
<i>Chashu pork, kikurage, menma, fishcake, egg & scallions</i>	
Spicy Miso	13
<i>Chopped pork, menma, fishcake, egg, corn & scallion</i>	
Miso	13
<i>Chashu pork, kikurage, menma, fishcake, egg & scallion</i>	
Shoyu	13
<i>Chashu pork, menma, fishcake, nori, egg & scallion</i>	
Vegetarian	10
<i>Vegetable base w/ mixed vegetables</i>	
Yaki Noodle	13
<i>Pan-fried w/ choice of shrimp, chicken or vegetable</i>	
Ginger Scallion Noodle	10
<i>Braised shitake, cucumber & nori</i>	
Tempura	13

Lunch Rice

Served w/ Miso Soup

Unagi Don (Eel)	10
Mushroom Don	8
Katsu Don	8
<i>(Chicken or Pork)</i>	
Oyako Don	8
<i>Chicken, egg & vegetable</i>	
Ten Don	9
<i>Shrimp & vegetable tempura</i>	
Yakiniku Don	8
<i>Sautéed shrimp or beef or chicken & vegetable</i>	





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: 66S Fusion

Tue, May 29, 2018 at 1:21 PM

Kevin Cashman <kevindc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, May 29, 2018 at 12:50 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for 66S Fusion. They had applied for a FSE with Prep and have decided to upgrade to a Class I FSE. This will go before council on 6/18. Please advise. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--

Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov
Hours - Saturday thru Tuesday (4pm-2am)

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 29, 2018

BBS Enterprises
PO Box 6596
Scarborough ME 04070

Re: BBS Enterprises, Inc dba 66S Fusion. Application for a Class I FSE at 425 Fore Street.

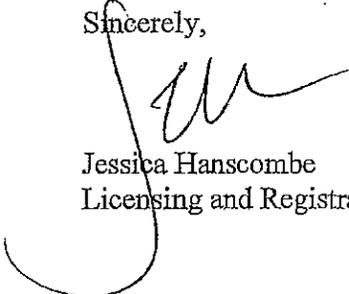
Dear James Yao

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday June 18, 2018 at 5:30 p.m.**, for the review of application for a Class I FSE at 425 Fore Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., BBS Enterprises, Inc dba 66S Fusion. Application for a Class I FSE at 425 Fore Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Resolve 11-17-18
Tab 15 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**JOINT RESOLUTION HONORING THE GIFT OF SCHOLARSHIPS
FROM THE LATE RAYMOND W. ALLEN, JR.**

WHEREAS, Raymond W. Allen, who died on September 4, 2015, at the age of 87, created the Mabel C. Anderson Memorial Scholarship Fund on April 23, 2008; and

WHEREAS, Mabel C. Anderson took him in as an infant when his single mother could not take care of him; and

WHEREAS, Mr. Allen went to Portland High School, Camden High School, Boston University, studied for a Master's Degree at the Massachusetts Institute of Technology, and spent three years as a covert investigator and sharp shooter for the United States Army in Europe; and

WHEREAS, after being discharged from the Army, Mr. Allen began teaching in a one-room schoolhouse in Pownal, taught in the "night school" at the University of Southern Maine and taught electronics in his own basement, completing his teaching career with 22 years at Portland High School teaching Math, having bought the school a computer so his students would become familiar with the "next big thing"; and

WHEREAS, Mr. Allen was a terrific athlete, almost made the U.S. Olympic Swimming Team, played golf, and built a clay tennis court in Deering Oaks Park; and

WHEREAS, Mr. Allen led an austere life, depriving himself of many comforts while taking pleasure in giving Christmas gifts to all the children in his Valley Street neighborhood or helping others with college funds; and

WHEREAS, when Mr. Allen died he had been a resident of Valley Street, Portland, where he had lived at least from 1961 to 2015, if not longer, in a house that had been moved from the Deering Oaks when that land was made into a park, and which had been his home with Mabel C. Anderson as a child; it had become neglected in the last few years he lived there, when his focus on saving money left needed repairs undone; and

WHEREAS, in the years after 2008, Raymond W. Allen contributed money in addition to the original funding to provide an annual scholarship to Portland High School students chosen by the Portland High School Scholarship Committee, initially in the amount of \$7,500; and

WHEREAS, Raymond W. Allen contributed additional money to the Mabel C. Anderson Memorial Scholarship Fund upon his death; and

WHEREAS, as of April 2018, the total balance of the Mabel C. Anderson Memorial Scholarship Fund was \$1,190,733.62, and a total of six \$8,000 scholarships were awarded in 2016, 2017 and in 2018;

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council and Mayor and the Portland Board of Public Education join together to honor the devotion of Raymond W. Allen to supporting the math and science studies of the students of Portland High School beginning undergraduate studies; and

BE IT FURTHER RESOLVED, that the legacy of Raymond W. Allen gives the City of Portland a rare example of a local man devoted to others, whose personal sacrifices have created and will continue to create opportunities for local students for many years to come.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

TO: Mayor, City Manager, Assistant City Manager, City Attorney, Sonia Bean, Nancy English

FROM: Greg Mitchell, Economic Development Director

DATE: June 8, 2018

SUBJECT: Amendment to the Bayside TIF District to Support Establishment of an Affordable Housing District for the 178 Kennebec Street Elderly Affordable Housing Project

SPONSOR: Councilor Justin Costa, Chair of the Economic Development Committee.
This item will be presented to the EDC on June 19, 2018, for their recommendation and vote to the City Council.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: June 18, 2018. 2nd Reading/Final Action: July 16, 2018

Can action be taken at a later date: No

Action is needed on July 16, 2018 in order to meet Maine State Housing Authority Program application deadlines for the Proposed Elderly Affordable Housing Project.

PRESENTATION: Greg Mitchell/5 minutes.

I. ONE SENTENCE SUMMARY

Amending the Bayside Tax Increment Financing (TIF) District is proposed to support the establishment of an elderly Affordable Housing TIF District at 178 Kennebec Street.

II. AGENDA DESCRIPTION

City Council approval is proposed to amend the Bayside TIF District to establish an Affordable Housing TIF District for the 178 Kennebec Street elderly affordable housing project.

III. BACKGROUND

The sale of City-owned 178 Kennebec Street property (former City Public Works property) to Ross Furman with his development partner, the Szanton Company, will result in taxable property with ground level commercial space and an elderly affordable housing project located on upper floors. The proposed project is a two-unit condominium, including ground level commercial space (Unit 1) and upper floor affordable residential units (Unit 2).

The ground level Condominium Unit 1 is proposed to remain in the existing City Council approved Bayside TIF District and Unit 2 (upper floor affordable elderly affordable housing project) is proposed to be included in an Affordable Housing TIF District. The affordable housing project is the subject of an affordable housing TIF District proposal also being presented to the City Council at the same meetings as this amendment to the Bayside TIF.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Approval of Bayside TIF District Amendments to establish an Affordable Housing District for the 178 Kennebec Street elderly affordable housing project.

The City goal is to expand the supply of affordable housing.

V. FINANCIAL IMPACT

The proposed sale of City-owned (tax exempt) property will result in taxable property which will include ground level space and upper floor residential affordable units. The financial aspects of the retaining the Project ground level commercial space are detailed in the Proposed Bayside TIF District Amendments, and the financial aspects of Elderly Affordable Housing Project are detailed in the 178 Kennebec Street Affordable Housing TIF District Proposal.

VI. STAFF ANALYSIS

The proposed approach includes amending the Bayside TIF District to allow the commercial portion of the 178 Kennebec Street Project to remain in the Bayside TIF District and establish an Affordable Housing TIF District on the upper floor residential portion of the project.

VII. RECOMMENDATION

Staff recommends the approval of the Proposed Bayside TIF District Amendments in substantial conformance as presented.

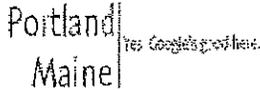
The EDC will hold a public hearing on June 19, 2018 to discuss and take action on the Proposed Bayside TIF District Amendments.

VIII. LIST ATTACHMENTS

Proposed Amendments to the Bayside TIF District to be available before the July 16, 2018 City Council public hearing.

6/5/2018

City of Portland Mail - Raymond Allen



Nancy English <nle@portlandmaine.gov>

Raymond Allen

1 message

Joanne Nelson [REDACTED]
To: Nancy English <nle@portlandmaine.gov>

Thu, May 31, 2018 at 11:25 AM

Hi Nancy,

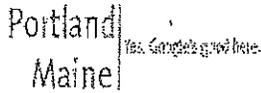
I am expecting a call this evening from Mabel Anderson's granddaughter who is out in California. She was close in age to Uncle Ray and may know more about how he came to be in our family and more details of his childhood. From what we understand, his mom was a friend of one of Mabel's daughters. She became pregnant out-of-wedlock and could not care for Uncle Ray, although as he got older he did spend some weekends with her in Camden (somewhat reluctantly) and did go to live with her for a time during high school.

His love and devotion to my grandmother, Mabel Anderson, is evidenced by his naming this very generous scholarship after her.

I will communicate with you more on this tomorrow morning. I hope this is soon enough.

Other points possibly worth mentioning in the resolution might be his service our country in the military, his strong belief in the value of education, his loving devotion to family and friends, his work on the tennis courts at the Oaks at his own expense (there was an article in the paper concerning this), his early introduction of computers to the Portland School system at his own expense (I'm not sure who might know more about this but my sister-in-law remembers his telling her how he would transport this very big and heavy computer in his own truck to various schools), and of course his working and saving this great amount of money to put into the Scholarship Fund, while living a very frugal life.

Our family is very appreciative of this recognition of a very special man who we all miss and loved.



Nancy English <nie@portlandmaine.gov>

Raymond Allen

1 message

Joanne Nelson [REDACTED]
To: Nancy English <nie@portlandmaine.gov>

Fri, Jun 1, 2018 at 8:55 AM

Hi Nancy,

I spoke with my cousin, Elaine, last night. From her recollection, one of Mabel's daughters knew Ray's mother from work. She needed Mabel to take on the care of Raymond when he was a child, although his mother did stay in the picture throughout his childhood. His mother moved to Camden and Raymond did go to high school for a time there. Mabel actually took on the care of Elaine too when her brother was born when she was 10 months old. Many happy memories of her time with Mabel and Walter (her grandparents). Ray called Mabel "Nana." Raymond spent his adult life, after college and the service, in the home on Valley Street where Mabel and Walter brought up their large family.

I also got the following from Harry Strother, a man who grew up down the street from Ray and is a former student at Portland High School. Harry was being raised by a single mother and was very poor. Ray took him under his wing, the way Mabel did for Ray:

This is from Harry:

"Ray almost made it to the Olympics as a swimmer, he was instrumental in clay court development at Deering Oaks for tennis, he was an excellent athlete, played golf, table tennis, pool, photography, a sharp shooter in the army, was a star on the Camden High School basketball team, taught himself how to speak French, was a world traveler, went through Europe on a Vespa and had it shipped back to the United States. Bought Christmas presents for the neighborhood kids for many years. Could do any electrical, plumbing, carpentry, or mechanical. Gave Harry his boat. Was a father figure not just to me but to many of the children in the neighborhood. Was the first one in the neighborhood to have a color TV. A very generous person. Accepted everybody, he truly was color blind, in a time when there was plenty of unrest between the races, he loved everybody and everybody loved him. His mistress was Portland High School. He truly loved the place. He didn't let a whole lot of people in but if you were in that meant you were special. He was a big animal lover. He taught night school at the University of Maine, Portland/Gorham. Also taught electronics classes in his basement. Was frugal, often deprived himself for the greater cause which was his fellow man. He did not want any credit and did not want anyone to know that he was behind Scholarship Fund."

I hope you can put together a Resolve with all this information. Uncle Ray never told me that he didn't want to be recognized for his contribution to students at Portland High School, so I am very comfortable that he be recognized and I very much encourage this.

Thanks for your help.

Joanne Nelson

Order 242-17/18
~~*Tab 26 6-4-18*~~
Tab 16 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER EXPANDING THE GEOGRAPHIC AREA
OF PORTLAND DOWNTOWN**

ORDERED, that pursuant to 30-A M.R.S. §5226 (1) and 30-A M.R.S. §5223 (1), after public hearing thereon, the boundaries of the Downtown Improvement District, Inc., doing business as Portland Downtown, be and hereby are expanded to include the area within the written description set forth on Exhibit A and depicted on the map which is Exhibit B, each of which is attached hereto.

*Order 243-17/18
Tab 27 - 6-4-18
Tab 17 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ADOPTING DEVELOPMENT PROGRAM FOR
PORTLAND DOWNTOWN
FOR FISCAL YEAR 2018-2019**

ORDERED, pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2018-2019.

Order 244-17/18
~~Tab 28 - 6-4-18~~
Tab 18 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ASSESSING MAINTENANCE AND IMPLEMENTATION
ASSESSMENTS FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2018-2019**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$932,702 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown to fund maintenance and implementation costs for such district for the period beginning July 1, 2018 and ending on June 30, 2019; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District in the amounts set forth on the "List of Maintenance and Implementation assessments" which is attached hereto; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2018 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S.A. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

**AMENDMENT TO ORDER 244-17/18
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR COSTA**

**ORDER ASSESSING MAINTENANCE AND IMPLEMENTATION
ASSESSMENTS FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2018-2019**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$932,702-962.162 be raised and appropriated from the special assessments on all real estate situated within the current and expanded boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown, as approved by City Council Order 242-17/18 on June 4, 2018. to fund maintenance and implementation costs for such district for the period beginning July 1, 2018 and ending on June 30, 2019; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District in the amounts set forth on the “List of Maintenance and Implementation assessments” which is attached hereto; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2018 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S.A. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

Order 245-17/18
~~*Tab 19 - 6-4-18*~~
Tab 19 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AND AUTHORIZING
THE FISCAL YEAR 2019 MASTER AGREEMENT AND SUPPLEMENTAL
SERVICES AGREEMENT WITH PORTLAND DOWNTOWN**

ORDERED, that the Downtown Improvement District, Inc. doing business as Portland Downtown Master Agreement is hereby approved, and the City Manager is hereby authorized to enter into said Agreement, with the Baseline Services provided in Exhibit B, to carry out the Development Plan for the Downtown Improvement District, Inc. for the period from and after July 1, 2018 and ending June 30, 2019, in substantially in the form attached; and

BE IT FURTHER ORDERED, that Downtown Improvement District, Inc. doing business as Portland Downtown Supplemental Services Agreement is hereby approved, and the City Manager is authorized to enter into said Agreement, substantially in the form attached, to implement Supplemental Public Works Services as approved in the Fiscal Year 2019 Appropriation Resolve.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: May 18, 2018

SUBJECT: Portland Downtown (PD)/Annual Assessment Documents for FY2019

1. Order Expanding the Geographic Area of PD;
2. Order Adopting Development Program for PD;
3. Order Establishing Special Assessment; and,
4. Order Authorizing Master Agreement and Supplemental Services Agreement

SPONSOR: Economic Development Committee/Councilor Justin Costa, Chair – for Item #1: Order Expanding the Geographic Area of PD, meeting held 5/15/2018 and vote was unanimous (3-0); Jon P. Jennings, City Manager, for Remaining Orders 2 through 4 above.

COUNCIL MEETING DATE ACTION IS REQUESTED:

June 4, 2018, for a first reading; June 18, 2018 for a second reading, public hearing, and vote.

Can action be taken at a later date? No

If no, why not? This item needs to be acted upon prior to the start of the City's FY2019; public notice has been given for the public hearing to be held on June 18, 2018.

PRESENTATION: Casey Gilbert, Portland Downtown Executive Director/5 Minutes

I. ONE SENTENCE SUMMARY

Annually each June, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown (formerly known as Portland's Downtown District); FY2019 also includes a request for an expansion of the current geographic area.

II. AGENDA DESCRIPTION

City Council authorization of the expansion of the PD business improvement district and annual documents for FY2019 are needed for the continued operation of Portland Downtown (PD). This includes: (1) Authorizing the proposed expansion; (2) Adopting Development Program for the PD; (3) Assessing Maintenance and Implementation Assessment in the PD District; (4) authorizing the Master Agreement for work to be done by PD; and (5) authorizing the Supplemental Services Agreement for work to be done by the City.

PD's FY2019 budget is funded from special assessments on all real estate in the current and/or expanded District to fund the PD development program expenses for FY2019.

The proposed mill rate to raise this assessment is \$1.11 cents per \$1,000 of property value for the current district, or a total FY2019 budget of \$932,702. Should the City Council approve of the district expansion, the proposed mill rate would be reduced to \$1.03 per \$1,000 of property value for both the current and expanded area, or a total FY2019 budget of \$962,162. The prior mill rate of \$.92 per \$1,000 of property value had been the same rate for the past nine (9) years.

Included in the City Council meeting packet is PD's 2018/2019 work plan, along with the Supplemental Services Agreement between PD and the City to contract with the City to provide specified Police public safety services and Public Works services to support downtown cleanliness such as sidewalk snow plowing and sweeping and Summer clean-up.

III. BACKGROUND

The PD District was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization of these documents is needed.

IV. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

The intended result is for the PD to have an expanded geographic area, a yearly development program adopted by the City Council, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize agreements between the PD and the City for services. The City departments, which are involved in the provision of services to the PD, have reviewed and approved this year's Master Agreement and Supplemental Services Agreement.

V. FINANCIAL IMPACT

This year's assessment will be funded from special assessments on all real estate in the current district for a total of \$932,702, or, if the expansion is approved, a total of \$962,162 from all real estate in the current and expanded district of PD to fund PD Development Program expenses for the period July 1, 2018 to June 30, 2019. ***The proposed mill rate to raise this assessment is \$1.11 cents per \$1,000 of property value in the current district; or \$1.03 cents per \$1,000 of property value in the current and expanded district. It is noted that for the prior nine (9) years, the PD mill rate had been the same rate of \$.92 center per \$1,000 of property value in the current district.***

VI. STAFF ANALYSIS AND RECOMMENDATION THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

City staff have reviewed the documents and recommend City Council approval.

VII. RECOMMENDATION

City Staff recommends the City Council approve the Orders as presented.

The Portland Downtown Board of Directors voted to recommend approval for the original geographic District expansion per the provided map that was included in the recommendations by the Growth Ad-Hoc Committee in its Recommendations Report of February 13, 2018.

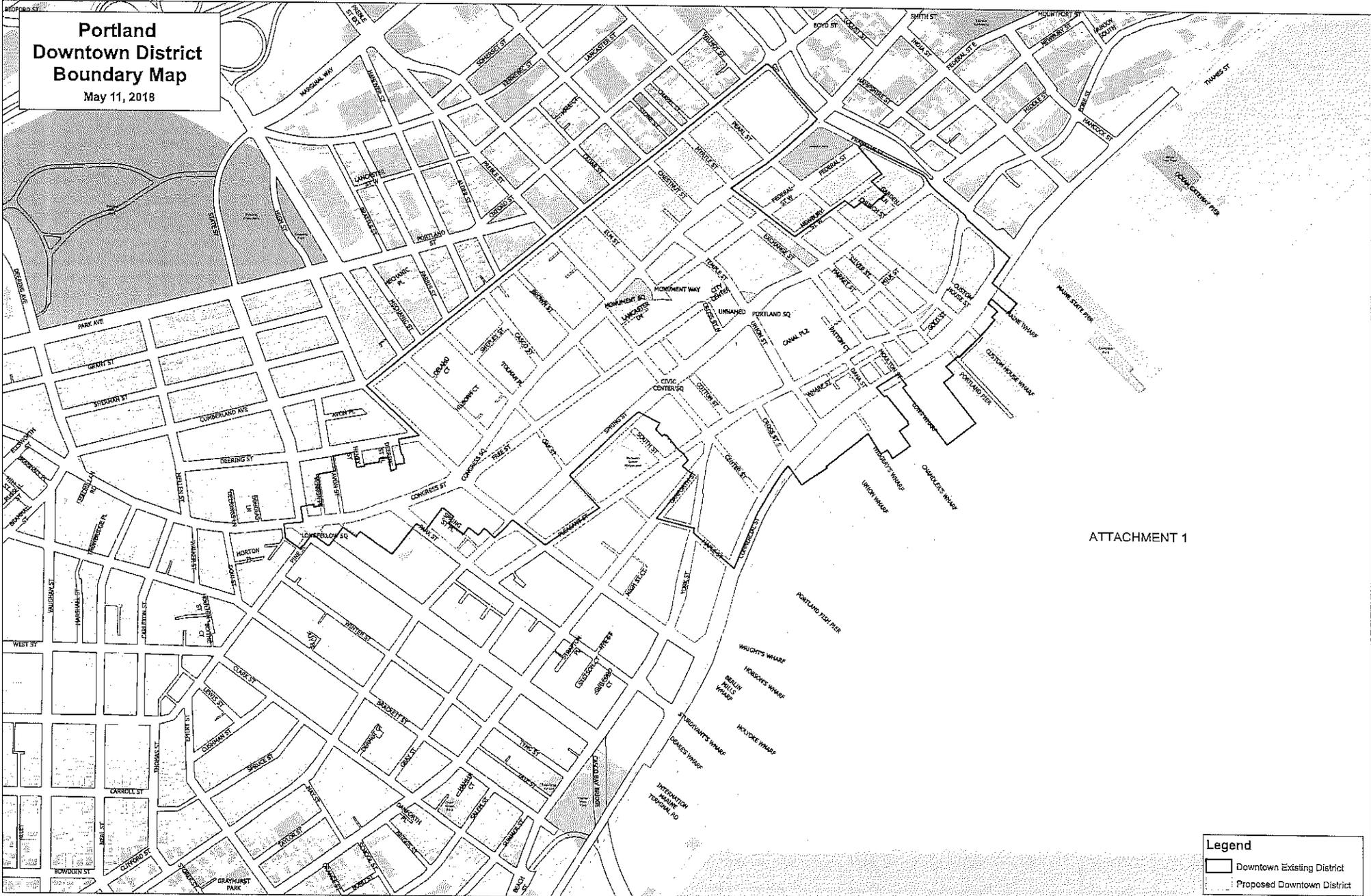
The Portland Downtown Board of Directors voted on May 17, 2018, to approve the geographic expansion per the provided Revised Expansion Map, attached hereto as Attachment 1, and the 2018/2019 budget.

In addition, the Economic Development Committee reviewed the proposed expansion of PD's geographic area at its meeting held on May 15, 2018, and unanimously voted to recommend to the City Council approval.

VIII. LIST OF ATTACHMENTS

1. Revised map of proposed expansion;
2. Perimeter description of PD District, incorporating proposed expansion;
3. PD Development Program for FY19;
4. PD FY2019 budget without expansion;
5. PD FY2019 budget with expansion;
6. Listing of Property Owners and Assessment in the current and proposed expanded PD District;
7. Master Agreement;
8. Supplemental Services Agreement; and,
9. Portland Downtown's Growth Ad-Hoc Committee Recommendations Report of February 13, 2018.

**Portland
Downtown District
Boundary Map**
May 11, 2018



ATTACHMENT 1

Legend

- Downtown Existing District
- Proposed Downtown District

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Pleasant Street;

Thence southwesterly along the northwesterly side of Pleasant Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 5/11/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

ATTACHMENT 3

May 23, 2018

To City Manager Jennings, City Councilors, and Mayor Strimling:

On behalf of the Portland Downtown Board of Directors, we are pleased to present to you our development letter for fiscal year 2019. Each year, we enter into a partnership with the City of Portland that is bound by two agreements: a Master Contract and Supplemental Services Agreement. Since these enhanced services are in addition to what the City provides for Baseline Services, downtown property owners collectively leverage a supplemental tax, which provides funding for the additional public works operations, programs, and services of Portland Downtown, a 501(c)4 nonprofit organization. The mission of Portland Downtown is to ensure that downtown is clean, safe, and vibrant. This is a mighty task, which cannot be achieved by one organization, but requires the cooperation and collaboration with not only the City of Portland, but with other partner organizations, which include the Portland Police Department, Learning Works, the Milestone Foundation, Amistad, and Visit Portland - to name a few.

Portland Downtown was established in 1992 and has spent the past 25 years working towards establishing programs and services that are in line with our mission and provide value to our stakeholders. Over the past three years, we have focused on executing initiatives in our five-year strategic plan, which include four focus areas: Vitality, Experience, Growth, and Advocacy. We have also increased our staff to add a full-time Marketing and Communications Coordinator and a Downtown Experience Liaison. Our Marketing & Communications Coordinator, Adam MacDonald, helped to see us through our rebranding - from Portland's Downtown District, to Portland Downtown - and to amplify our mission and impact. Our Downtown Experience Liaison, Amy Geren, has brought a data-savvy approach to our programs - establishing data collection tools and metrics for success to evaluate the Supplemental Services that are provided over and above what the City would traditionally provide. For example, because of Amy's Supplemental Services Agreement tracker, we know that our Downtown Public Works crew spent 2,848 hours on litter patrol, collection, and disposal, while our Downtown Police Cadets had 649 business visits and 275 Special Attention (SA) checks in 2017. Our small but mighty staff is working 24/7 to ensure that all who live, work, visit, and own property in the downtown district receive value from our programs and see Portland Downtown as their advocate.

Advocacy was an area that our Board found most rewarding - delivering three letters in two years to the City of Portland on the following issues: Sound, Parking & Transportation, and Panhandling. Our advocacy issues were vetted through our organizational Advocacy Policy, to ensure that they met the criteria for further

exploration. Once approved by the Board, Ad-Hoc Committees were established to convene public forums, research best practices, and to find feasible recommendations and solutions that we could get behind and work with the City on together. As a result, the Sound Oversight Committee was reinvigorated and meets monthly with public comment, the sound ordinance is under review by city staff, and recommendations for changes will be brought to the Health & Human Services Committee. With regard to parking and transportation, Portland Downtown partnered financially with the City of Portland on both a Parking Study and a Multi-Modal Transportation Marketing Campaign. The Panhandling Ad-Hoc Committee compassionately focused on addressing the greatest needs in downtown, which are issues around safety, homelessness, poverty, and social service need. As a result of the findings of the committee, combined with data collected through the Downtown Police Cadet program, Portland Downtown developed a Peer Outreach Worker (POW) Program in partnership with Amistad and was awarded a Community Development Block Grant for FY19. We also hosted, in partnership with Preble Street and Homeless Voices for Justice a two-part workshop, called "Cultivating Compassion: A Workshop on Homelessness". The workshop was promoted as "A workshop for the business community to explore the causes & impacts of homelessness and how we can work together to effect change through advocacy in action." Portland Public Library graciously hosted the workshop and Portland Buy Local, the Portland Community Chamber of Commerce, and Visit Portland were event partners. Finally, Portland Downtown created a "Helpful Community Resources" rack card, to help identify local organizations that provide food, shelter, and other resources, as well as quick links to the Police Non-Emergency number, the HOME Team, and the POW Program. Our Board of Directors takes their role in advocacy seriously, understands fully that we must be part of the solution, and is willing to continually work towards better outcomes for all - in order to support a thriving, economically healthy downtown.

With 25 years of history and three intense years of strategic advocacy and partnerships behind us, we now turn to the final two years of our current 5-year strategic plan. Realizing that the definition of downtown is changing and expanding and that the demands on our organization are also growing, our Board established a Growth Ad-Hoc Committee to explore the possibilities of district expansion and to evaluate our organizational capacity. What the committee discovered, was a demand for our supplemental services in an area adjacent to downtown, which was also experiencing new commercial development and where Baseline Services have not been enough. Through a data driven process, which included weekly meetings, walking the District and adjacent areas, public outreach, and numerous meetings with our property owners,

adjacent property owners, city staff and councilors, the committee put forth a recommendation for a conservative expansion of the district. The recommendation was approved by our Board of Directors and received unanimous support from the Economic Development Committee. Members of the Economic Development Committee encouraged Portland Downtown to consider further geographic expansions in future, and our Board will make that a priority for consideration as we embark on our next strategic planning process in the next 12-18 months. Council will be asked to vote on the proposed expansion in June, in addition to renewing our Master and Supplemental Services contracts, with a budget to support implementation of programs and services to a level of quality that our stakeholders have come to expect.

In the coming years, our organization wants to further improve upon the implementation of our Supplemental Services, our internal operations, and on our communication and outreach to stakeholders. In FY19, the Board will establish a Finance Committee and will work closely with the Marketing & Events Committee to find ways that we can improve communications about the implementation of our vital programs and Supplemental Services, in addition to our beloved community events, such as the Tree Lighting in Monument Square, Merry Madness, Downtown Worker Appreciation Day and Summer Kick-Off Weekend.

Portland Downtown, which is self-governed by the very individuals and organizations that provide its annual operating budget, takes its mission seriously and aims every year to develop a fiscally-conservative budget, which will provide the greatest return on investment to its stakeholders and the broader community. Continuous improvement, with a mission-driven approach is how our Board of Directors sees their role in the management and oversight of Portland Downtown. The volunteer Board, full-time staff, program staff, and organizational volunteers all believe that a vibrant downtown translates to a sustainable, successful, livable city. We look forward to continuing our well-established, mutually beneficial partnership with the City of Portland and eagerly embark on our next fiscal year, ready to provide a continued, enhanced value to a clean, safe, and vibrant downtown.

All the best,



Kim Volk
Chair, Board of Directors

Casey Gilbert
Executive Director

**PORTLAND DOWNTOWN DRAFT BUDGET FY19
NO EXPANSION**

Current mil rate	0.92
Proposed new mil rate (current district)	1.11

	FY19
INCOME	
ASSESSMENT INCOME	\$ 932,702
EVENT INCOME	
LIGHT UP YOUR HOLIDAYS	
TREE LIGHTING SPONSORSHIPS	\$ 7,500
WINDOW DISPLAY CONTEST SPONSOR	\$ 500
HORSE + WAGON RIDE SPONSORSHIPS	\$ 5,000
SHOP FOR A CAUSE SPONSORSHIP	\$ 1,500
MERRY MADNESS TICKET SALES	\$ 16,500
MERRY MADNESS SPONSORSHIP	\$ 5,000
Total Light Up Your Holidays	\$ 36,000
POLICE AWARDS BANQUET	\$ 5,000
DOWNTOWN WORKER APPRECIATION DAY	\$ 3,000
SUMMER KICK OFF WEEKEND	
SQUARE HOP SPONSORSHIP	\$ 2,000
OPF SPONSORSHIPS	\$ 2,500
OPF INCOME	\$ 47,500
Total Summer Kick Off Weekend	\$ 52,000
Total EVENT INCOME	\$ 96,000
DIRECTORY PARTNERSHIP/CONTRIBUTION	\$ 5,000
GRANT INCOME	\$ 5,000
CONTRIBUTIONS INCOME	\$ 1,000
PARK & WORK INCOME	\$ 1,000
Total Income	\$ 1,040,702

Expense

CLEAN INITIATIVES

SUPPLEMENTAL SERVICES CONTRACT	\$	363,000
DID TAX POSTAGE & COLLECTION FEES	\$	5,000
REPAIRS & IMPROVEMENTS	\$	15,000
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Total Clean Initiatives	\$	383,000

EMPLOYEE COSTS

PAYROLL	\$	250,000
HEALTH & DENTAL	\$	30,000
LIFE & DISABILITY INSURANCE	\$	3,500
PAYROLL PROCESSING FEE	\$	1,200
PAYROLL TAX EXPENSE	\$	17,500
EMPLOYEE PARKING & BUS	\$	5,000
SIMPLE IRA MATCH	\$	4,000
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Total Employee Costs	\$	311,200

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	48,000
VISITOR INFORMATION BOOTH/VISIT PORTLAND	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	32,500
LEARNING WORKS	\$	14,000
MILESTONE HOMETEAM	\$	6,500
<hr/>		
Total Programs & Partnerships	\$	111,000

RENT & UTILITIES

RENT	\$	20,000
CAM CHARGES	\$	10,200
TAXES- PERSONAL PROPERTY	\$	900
ELECTRIC	\$	1,700
GAS	\$	1,500
TELEPHONE & INTERNET	\$	4,000
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Total Rent & Utilities	\$	38,300

OPERATIONS

BANK SERVICE CHARGES	\$	100
CLEANING	\$	4,000
COPIER	\$	3,000

IT SUPPORT	\$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,000
EQUIPMENT EXPENSE	\$	3,500
POSTAGE	\$	4,500
SUPPLIES	\$	3,000
WEBSITE HOSTING + DEVELOPMENT	\$	1,250
SUBCONTRACTORS	\$	3,500
MISCELLANEOUS EXPENSE	\$	2,000
RESERVE FUND	\$	15,000
Total Operations	\$	45,100

MARKETING

GENERAL MARKETING	\$	20,000
DIRECTORY DISTRIBUTION	\$	5,000
SPONSORSHIPS/PARTNERSHIPS	\$	3,000
Total Marketing	\$	28,000

INSURANCE

DIRECTORS & OFFICERS	\$	650
GENERAL/EVENTS/LIQUOR	\$	6,000
WORKERS COMPENSATION	\$	1,100
Total Insurance	\$	7,750

PROFESSIONAL FEES

ACCOUNTING	\$	3,500
ANNUAL ELECTIONS	\$	2,500
LEGAL	\$	4,000
Total Professional Fees	\$	10,000

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,000
MEETINGS	\$	2,000
PROFESSIONAL DEVELOPMENT	\$	6,000
Total Organizational Activities	\$	10,000

EVENTS**LIGHT UP YOUR HOLIDAYS**

LUYH GENERAL MARKETING	\$	5,000
TREE LIGHTING: MARKETING	\$	5,000
TREE LIGHTING: PERFORMERS & SOUND	\$	4,000
TREE LIGHTING: SECURITY	\$	1,500
TREE LIGHTING: STAGE	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	1,000
RETAIL EVENTS	\$	1,500
WAGON RIDES	\$	7,500
MERRY MADNESS: MARKETING	\$	2,000
MERRY MADNESS: EVENT	\$	13,500
MERRY MADNESS EVENTBRITE FEES	\$	2,000
MERRY MADNESS: EVENT MANAGEMENT	\$	1,200
TOY FUND DONATION	\$	1,200
Total Light Up Your Holidays	\$	47,400

POLICE AWARDS BREAKFAST	\$	4,250
DOWNTOWN WORKER APPRECIATION DAY	\$	2,500

SUMMER KICK OFF WEEKEND

SQUARE HOP ENTERTAINMENT	\$	2,000
SQUARE HOP MARKETING	\$	1,000
OPF MARKETING	\$	5,000
OPF PERMITS	\$	10,000
OPF SECURITY	\$	3,000
OPF ELECTRICIAN	\$	7,000
OPF EVENTBRITE FEES	\$	3,500
OPF EVENTS MANAGER	\$	6,000
OPF MISC (golf carts, etc)	\$	3,500
Total Summer Kick Off Weekend	\$	41,000

TOTAL EVENTS	\$	95,150
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PARK AND WORK	\$	1,000
TOTAL EXPENSE	\$	1,040,500

NET INCOME (LOSS)	\$	202
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**PORTLAND DOWNTOWN DRAFT BUDGET FY19
WITH EXPANSION**

Current mil rate	0.92
Proposed new mil rate (with expansion)	1.03

	FY19
INCOME	
ASSESSMENT INCOME	\$ 962,162
EVENT INCOME	
LIGHT UP YOUR HOLIDAYS	
TREE LIGHTING SPONSORSHIPS	\$ 8,000
WINDOW DISPLAY CONTEST SPONSOR	\$ 500
HORSE + WAGON RIDE SPONSORSHIPS	\$ 6,000
SHOP FOR A CAUSE SPONSORSHIP	\$ 1,500
MERRY MADNESS TICKET SALES	\$ 17,500
MERRY MADNESS SPONSORSHIP	\$ 5,000
Total Light Up Your Holidays	\$ 38,500
POLICE AWARDS BANQUET	\$ 5,000
DOWNTOWN WORKER APPRECIATION DAY	\$ 3,000
SUMMER KICK OFF WEEKEND	
SQUARE HOP SPONSORSHIP	\$ 2,000
OPF SPONSORSHIPS	\$ 2,500
OPF INCOME	\$ 47,500
Total Summer Kick Off Weekend	\$ 52,000
Total EVENT INCOME	\$ 98,500
DIRECTORY PARTNERSHIP/CONTRIBUTION	\$ 5,000
GRANT INCOME	\$ 5,000
CONTRIBUTIONS INCOME	\$ 1,000
PARK & WORK INCOME	\$ 1,000
Total Income	\$ 1,072,662

Expense

CLEAN INITIATIVES

SUPPLEMENTAL SERVICES CONTRACT	\$	380,000
DID TAX POSTAGE & COLLECTION FEES	\$	5,000
REPAIRS & IMPROVEMENTS	\$	15,000
Total Clean Initiatives	\$	400,000

EMPLOYEE COSTS

PAYROLL	\$	250,000
HEALTH & DENTAL	\$	30,000
LIFE & DISABILITY INSURANCE	\$	3,500
PAYROLL PROCESSING FEE	\$	1,200
PAYROLL TAX EXPENSE	\$	17,500
EMPLOYEE PARKING & BUS	\$	5,000
SIMPLE IRA MATCH	\$	4,000
Total Employee Costs	\$	311,200

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	57,500
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	32,500
LEARNING WORKS	\$	14,000
MILESTONE HOMETEAM	\$	6,500
Total Programs & Partnerships	\$	120,500

RENT & UTILITIES

RENT	\$	20,000
CAM CHARGES	\$	10,200
TAXES- PERSONAL PROPERTY	\$	900
ELECTRIC	\$	1,700
GAS	\$	1,500
TELEPHONE & INTERNET	\$	4,000
Total Rent & Utilities	\$	38,300

OPERATIONS

BANK SERVICE CHARGES	\$	100
CLEANING	\$	4,000
COPIER	\$	3,000

IT SUPPORT	\$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,000
EQUIPMENT EXPENSE	\$	3,500
POSTAGE	\$	4,500
SUPPLIES	\$	3,000
WEBSITE HOSTING + DEVELOPMENT	\$	1,250
SUBCONTRACTORS	\$	3,500
MISCELLANEOUS EXPENSE	\$	2,000
RESERVE FUND	\$	15,000
Total Operations	\$	45,100

MARKETING

GENERAL MARKETING	\$	25,000
DIRECTORY DISTRIBUTION	\$	5,000
SPONSORSHIPS/PARTNERSHIPS	\$	3,000
Total Marketing	\$	33,000

INSURANCE

DIRECTORS & OFFICERS	\$	650
GENERAL/EVENTS/LIQUOR	\$	6,000
WORKERS COMPENSATION	\$	1,100
Total Insurance	\$	7,750

PROFESSIONAL FEES

ACCOUNTING	\$	3,500
ANNUAL ELECTIONS	\$	2,500
LEGAL	\$	4,000
Total Professional Fees	\$	10,000

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,000
MEETINGS	\$	2,000
PROFESSIONAL DEVELOPMENT	\$	6,500
Total Organizational Activities	\$	10,500

EVENTS

LIGHT UP YOUR HOLIDAYS

LUYH GENERAL MARKETING	\$	5,000
TREE LIGHTING: MARKETING	\$	5,000
TREE LIGHTING: PERFORMERS & SOUND	\$	4,000
TREE LIGHTING: SECURITY	\$	1,500
TREE LIGHTING: STAGE	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	1,000
RETAIL EVENTS	\$	1,500
WAGON RIDES	\$	7,500
MERRY MADNESS: MARKETING	\$	2,000
MERRY MADNESS: EVENT	\$	13,500
MERRY MADNESS EVENTBRITE FEES	\$	2,000
MERRY MADNESS: EVENT MANAGEMENT	\$	1,200
TOY FUND DONATION	\$	1,200

Total Light Up Your Holidays \$ 47,400

POLICE AWARDS BREAKFAST \$ 4,250

DOWNTOWN WORKER APPRECIATION DAY \$ 2,500

SUMMER KICK OFF WEEKEND

SQUARE HOP ENTERTAINMENT	\$	2,000
SQUARE HOP MARKETING	\$	1,000
OPF MARKETING	\$	5,000
OPF PERMITS	\$	10,000
OPF SECURITY	\$	3,000
OPF ELECTRICIAN	\$	7,000
OPF EVENTBRITE FEES	\$	3,500
OPF EVENTS MANAGER	\$	6,000
OPF MISC (golf carts, etc)	\$	3,500

Total Summer Kick Off Weekend \$ 41,000

TOTAL EVENTS \$ 95,150

PARK AND WORK \$ 1,000

TOTAL EXPENSE \$ 1,072,500

NET INCOME (LOSS) \$ 162

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST-EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.05 RATE	ASSESSMENT AT 1.11 RATE
021 A001001	25	119	PEARL ST	PEARL CUMBERLAND LLC	\$ 4,181,700	\$ 84,200	\$ 4,265,900	\$ -	\$ -	\$ 4,265,900	\$ 3,924.63	\$ 4,399.88	\$ 4,735.15
027 A001001	22	320	CUMBERLAND AVE	25 PREBLE STREET LLC	\$ 1,104,500	\$ 5,155,000	\$ 6,259,500	\$ -	\$ -	\$ 6,259,500	\$ 5,758.74	\$ 6,447.29	\$ 6,948.05
027 A012001	56	5	MONUMENT SQ	CITY OF PORTLAND	\$ 1,465,000	\$ 11,374,100	\$ 12,839,100	\$ -	\$ 12,839,100	\$ -	\$ -	\$ -	\$ -
027 A014001	25	7	PREBLE ST	5 MONUMENT SQUARE LLC	\$ 37,200	\$ 19,850	\$ 57,050	\$ -	\$ -	\$ 57,050	\$ 52.49	\$ 58.76	\$ 63.33
027 A015001	22	465	CONGRESS ST	5 MONUMENT SQUARE LLC	\$ 327,900	\$ 3,538,400	\$ 3,866,300	\$ -	\$ -	\$ 3,866,300	\$ 3,557.00	\$ 3,982.29	\$ 4,291.59
027 B001001	56	284	CUMBERLAND AVE	CITY OF PORTLAND	\$ 1,423,800	\$ 17,231,300	\$ 18,655,100	\$ -	\$ 18,655,100	\$ -	\$ -	\$ -	\$ -
027 B002001	22	443	CONGRESS ST	JJR 443 CONGRESS LLC	\$ 369,100	\$ 3,427,500	\$ 3,796,600	\$ -	\$ -	\$ 3,796,600	\$ 3,492.87	\$ 3,910.50	\$ 4,214.23
027 B003001	56	9	ELM ST	CITY OF PORTLAND	\$ 123,800	\$ -	\$ 123,800	\$ -	\$ 123,800	\$ -	\$ -	\$ -	\$ -
027 B004001	27	439	CONGRESS ST	METROPOLITAN APARTMENTS LLC	\$ 533,000	\$ 3,201,300	\$ 3,734,300	\$ -	\$ -	\$ 3,734,300	\$ 3,435.56	\$ 3,846.33	\$ 4,145.07
027 B005001	53	425	CONGRESS ST	FIRST PARISH IN PORTLAND	\$ 749,000	\$ 959,400	\$ 1,708,400	\$ -	\$ 1,708,400	\$ -	\$ -	\$ -	\$ -
027 B007001	22	415	CONGRESS ST	ASHBY TEAM LLC	\$ 362,600	\$ 1,406,500	\$ 1,769,100	\$ -	\$ -	\$ 1,769,100	\$ 1,627.57	\$ 1,822.17	\$ 1,963.70
027 B009001	57	8	CHESTNUT ST	MASONIC TRUSTEES OF PORTLAND	\$ 458,500	\$ 4,408,400	\$ 4,866,900	\$ -	\$ 4,866,900	\$ -	\$ -	\$ -	\$ -
027 C002001	27	17	CHESTNUT ST	17 CHESTNUT STREET LLC	\$ 104,500	\$ 121,900	\$ 226,400	\$ -	\$ -	\$ 226,400	\$ 208.29	\$ 233.19	\$ 251.30
027 C010001	20	21	CHESTNUT ST	HAIR ETC LLC	\$ 32,800	\$ 131,000	\$ 163,800	\$ -	\$ -	\$ 163,800	\$ 150.70	\$ 168.71	\$ 181.82
027 C010002	20	21	CHESTNUT ST	CHESTNUT STREET LOFTS LLC	\$ 39,800	\$ 159,200	\$ 199,000	\$ -	\$ -	\$ 199,000	\$ 183.08	\$ 204.97	\$ 220.89
027 C01002E	10	21	CHESTNUT ST	JORDAN CARA A	\$ 32,200	\$ 128,900	\$ 161,100	\$ 17,800	\$ -	\$ 143,300	\$ 131.84	\$ 147.60	\$ 159.06
027 C01002N	10	21	CHESTNUT ST	FLETCHER JEFFREY A &	\$ 33,900	\$ 135,600	\$ 169,500	\$ -	\$ -	\$ 169,500	\$ 155.94	\$ 174.59	\$ 188.15
027 C01002S	10	21	CHESTNUT ST	MORREL VICTOR &	\$ 32,200	\$ 128,900	\$ 161,100	\$ -	\$ -	\$ 161,100	\$ 148.21	\$ 165.93	\$ 178.82
027 C01002W	10	21	CHESTNUT ST	TISZENKEL KEITH	\$ 33,900	\$ 135,600	\$ 169,500	\$ -	\$ -	\$ 169,500	\$ 155.94	\$ 174.59	\$ 188.15
027 C01003E	10	21	CHESTNUT ST	CASTANEA PRIME LLC	\$ 32,900	\$ 131,500	\$ 164,400	\$ -	\$ -	\$ 164,400	\$ 151.25	\$ 169.33	\$ 182.48
027 C01003N	10	21	CHESTNUT ST	TILTON GARRETT K &	\$ 37,100	\$ 148,400	\$ 185,500	\$ 17,800	\$ -	\$ 167,700	\$ 154.28	\$ 172.73	\$ 186.15
027 C01003S	10	21	CHESTNUT ST	OGDEN JOANNE &	\$ 32,900	\$ 131,500	\$ 164,400	\$ 17,800	\$ -	\$ 146,600	\$ 134.87	\$ 151.00	\$ 162.73
027 C01003W	10	21	CHESTNUT ST	VANHOEWYK JOHN VN VET &	\$ 37,100	\$ 148,400	\$ 185,500	\$ 23,140	\$ -	\$ 162,360	\$ 149.37	\$ 167.23	\$ 180.22
027 C01004E	10	21	CHESTNUT ST	SMITH MICHAEL SARGENT	\$ 36,100	\$ 144,400	\$ 180,500	\$ -	\$ -	\$ 180,500	\$ 166.06	\$ 185.92	\$ 200.36
027 C01004N	10	21	CHESTNUT ST	SEARS STEPHEN D &	\$ 40,300	\$ 161,300	\$ 201,600	\$ -	\$ -	\$ 201,600	\$ 185.47	\$ 207.65	\$ 223.78
027 C01004S	10	21	CHESTNUT ST	KAUFMANN CHARLES L	\$ 36,100	\$ 144,400	\$ 180,500	\$ -	\$ -	\$ 180,500	\$ 166.06	\$ 185.92	\$ 200.36
027 C01004W	10	21	CHESTNUT ST	NYGAARD DANTON D &	\$ 40,300	\$ 161,300	\$ 201,600	\$ 17,800	\$ -	\$ 183,800	\$ 169.10	\$ 189.31	\$ 204.02
027 C01005E	10	21	CHESTNUT ST	GRAF JENNIFER	\$ 38,700	\$ 154,700	\$ 193,400	\$ -	\$ -	\$ 193,400	\$ 177.93	\$ 199.20	\$ 214.67
027 C01005N	10	21	CHESTNUT ST	YINDRA SARA R	\$ 44,600	\$ 178,400	\$ 223,000	\$ 17,800	\$ -	\$ 205,200	\$ 188.78	\$ 211.36	\$ 227.77
027 C01005S	10	21	CHESTNUT ST	NAQUI MUNIRA Z	\$ 38,700	\$ 154,700	\$ 193,400	\$ -	\$ -	\$ 193,400	\$ 177.93	\$ 199.20	\$ 214.67
027 C01005W	10	21	CHESTNUT ST	CURTIN TERESA ANN &	\$ 44,600	\$ 178,400	\$ 223,000	\$ -	\$ -	\$ 223,000	\$ 205.16	\$ 229.69	\$ 247.53
027 C01006E	10	21	CHESTNUT ST	HAMM LARRY F &	\$ 41,300	\$ 165,000	\$ 206,300	\$ -	\$ -	\$ 206,300	\$ 189.80	\$ 212.49	\$ 228.99
027 C01006N	10	21	CHESTNUT ST	KRUG ROBERT E WWII VET BLIND &	\$ 45,300	\$ 181,300	\$ 226,600	\$ 26,700	\$ -	\$ 199,900	\$ 183.91	\$ 205.90	\$ 221.89
027 C01006S	10	21	CHESTNUT ST	SCHWELLENBACH JAMES C &	\$ 41,300	\$ 165,000	\$ 206,300	\$ 17,800	\$ -	\$ 188,500	\$ 173.42	\$ 194.16	\$ 209.24
027 C01006W	10	21	CHESTNUT ST	BARRY PRUDENCE B	\$ 45,300	\$ 181,300	\$ 226,600	\$ 17,800	\$ -	\$ 208,800	\$ 192.10	\$ 215.06	\$ 231.77
027 C01007E	10	21	CHESTNUT ST	HARDING ALICIA &	\$ 50,200	\$ 201,200	\$ 251,400	\$ -	\$ -	\$ 251,400	\$ 231.29	\$ 258.94	\$ 279.05
027 C01007N	10	21	CHESTNUT ST	GREENLEAF NANCY P	\$ 45,300	\$ 181,200	\$ 226,500	\$ 17,800	\$ -	\$ 208,700	\$ 192.00	\$ 214.96	\$ 231.66
027 C01007S	10	21	CHESTNUT ST	KELLY MARILYN E TRUSTEE	\$ 49,300	\$ 197,000	\$ 246,300	\$ -	\$ -	\$ 246,300	\$ 226.60	\$ 253.69	\$ 273.39
027 C01007W	10	21	CHESTNUT ST	MOORE TERRANCE O &	\$ 53,300	\$ 213,300	\$ 266,600	\$ 17,800	\$ -	\$ 248,800	\$ 228.90	\$ 256.26	\$ 276.17

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PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST-EXEMPT	OTHER EXEMPT	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
027 C01008N	10	21	CHESTNUT ST	COTSIRILOS STEPHANIE G	\$ 67,000	\$ 268,100	\$ 335,100	\$ 17,800	\$ -	\$ 317,300	\$ 291.92	\$ 326.82	\$ 352.20
027 C01008S	10	21	CHESTNUT ST	WILLIAMS JAN &	\$ 65,000	\$ 260,000	\$ 325,000	\$ -	\$ -	\$ 325,000	\$ 299.00	\$ 334.75	\$ 360.75
027 C01008W	10	21	CHESTNUT ST	BUSQUE PETER J	\$ 62,600	\$ 250,300	\$ 312,900	\$ -	\$ -	\$ 312,900	\$ 287.87	\$ 322.29	\$ 347.32
027 C0102NW	10	21	CHESTNUT ST	DUNDAR ERGUN	\$ 32,900	\$ 131,400	\$ 164,300	\$ -	\$ -	\$ 164,300	\$ 151.16	\$ 169.23	\$ 182.37
027 C0102SE	10	21	CHESTNUT ST	DEVAN WILLIAM JOSEPH	\$ 31,400	\$ 125,400	\$ 156,800	\$ -	\$ -	\$ 156,800	\$ 144.26	\$ 161.50	\$ 174.05
027 C0103NW	10	21	CHESTNUT ST	MCCALLY MICHAEL &	\$ 36,300	\$ 145,100	\$ 181,400	\$ -	\$ -	\$ 181,400	\$ 166.89	\$ 186.84	\$ 201.35
027 C0103SE	10	21	CHESTNUT ST	CASTANEA PRIME LLC	\$ 32,900	\$ 131,600	\$ 164,500	\$ -	\$ -	\$ 164,500	\$ 151.34	\$ 169.44	\$ 182.60
027 C0104NW	10	21	CHESTNUT ST	FRAZER LORINDA JANE TRUSTEE	\$ 39,400	\$ 157,400	\$ 196,800	\$ -	\$ -	\$ 196,800	\$ 181.06	\$ 202.70	\$ 218.45
027 C0104SE	10	21	CHESTNUT ST	MCEACHERN LAURIE A	\$ 33,900	\$ 135,400	\$ 169,300	\$ -	\$ -	\$ 169,300	\$ 155.76	\$ 174.38	\$ 187.92
027 C0105NW	10	21	CHESTNUT ST	FULLAM CHARLOTTE	\$ 43,800	\$ 175,200	\$ 219,000	\$ -	\$ -	\$ 219,000	\$ 201.48	\$ 225.57	\$ 243.09
027 C0105SE	10	21	CHESTNUT ST	MASON PHILIP C JR &	\$ 36,400	\$ 145,400	\$ 181,800	\$ -	\$ -	\$ 181,800	\$ 167.26	\$ 187.25	\$ 201.80
027 C0106NW	10	21	CHESTNUT ST	141 PLEASANT STREET LLC	\$ 44,500	\$ 177,800	\$ 222,400	\$ -	\$ -	\$ 222,400	\$ 204.61	\$ 229.07	\$ 246.86
027 C0106SE	10	21	CHESTNUT ST	EISENBERG AVNER &	\$ 37,900	\$ 151,700	\$ 189,600	\$ -	\$ -	\$ 189,600	\$ 174.43	\$ 195.29	\$ 210.46
027 C011001	27	15	CHESTNUT ST	BOODILLY LLC	\$ 164,800	\$ 1,645,000	\$ 1,809,800	\$ -	\$ -	\$ 1,809,800	\$ 1,655.02	\$ 1,864.09	\$ 2,008.88
027 C012001	56	389	CONGRESS ST	CITY OF PORTLAND	\$ 1,897,800	\$ 16,881,800	\$ 18,779,600	\$ -	\$ 18,779,600	\$ -	\$ -	\$ -	\$ -
027 D001001	32	385	CONGRESS ST	385 CONGRESS LLC	\$ 1,405,600	\$ 943,940	\$ 2,349,540	\$ -	\$ -	\$ 2,349,540	\$ 2,161.58	\$ 2,420.03	\$ 2,607.99
027 F001001	22	50	MONUMENT SQ	50 MONUMENT LLC	\$ 309,300	\$ 2,857,100	\$ 3,166,400	\$ -	\$ -	\$ 3,166,400	\$ 2,913.09	\$ 3,261.39	\$ 3,514.70
027 F002001	10	28	MONUMENT SQ	BUDDE SCOTT &	\$ 154,200	\$ 616,700	\$ 770,900	\$ 17,800	\$ -	\$ 753,100	\$ 692.85	\$ 775.69	\$ 835.94
027 F002002	10	28	MONUMENT SQ	STODDARD ROBERT B &	\$ 113,300	\$ 453,300	\$ 566,600	\$ 17,800	\$ -	\$ 548,800	\$ 504.90	\$ 565.26	\$ 609.17
027 F002003	20	28	MONUMENT SQ	28 MSQ LLC	\$ 46,500	\$ 185,800	\$ 232,300	\$ -	\$ -	\$ 232,300	\$ 213.72	\$ 239.27	\$ 257.85
027 F002004	20	28	MONUMENT SQ	28 MSQ LLC	\$ 49,300	\$ 197,000	\$ 246,300	\$ -	\$ -	\$ 246,300	\$ 225.60	\$ 253.69	\$ 273.39
027 F002005	20	28	MONUMENT SQ	28 MSQ LLC	\$ 23,300	\$ 93,000	\$ 116,300	\$ -	\$ -	\$ 116,300	\$ 107.00	\$ 119.79	\$ 129.09
027 F003001	21	22	MONUMENT SQ	STORREY INDUSTRIES LLC	\$ 205,800	\$ 1,473,900	\$ 1,679,700	\$ -	\$ -	\$ 1,679,700	\$ 1,545.32	\$ 1,730.09	\$ 1,864.47
027 F004001	25	6	MONUMENT SQ	PARCHEGGIO LLC	\$ 180,500	\$ 6,500	\$ 187,000	\$ -	\$ -	\$ 187,000	\$ 172.04	\$ 192.61	\$ 207.57
027 F005001	27	18	MONUMENT SQ	18 MONUMENT PLACE LLC	\$ 139,600	\$ 435,100	\$ 574,700	\$ -	\$ -	\$ 574,700	\$ 528.72	\$ 591.94	\$ 637.92
027 F006001	21	16	MONUMENT SQ	MCCURTAIN BRADLEY C	\$ 162,700	\$ 544,000	\$ 706,700	\$ -	\$ -	\$ 706,700	\$ 650.16	\$ 727.90	\$ 784.44
027 F009001	21	121	CENTER ST	TEDLUM ASSOCIATES LLC	\$ 452,600	\$ 3,367,400	\$ 3,820,000	\$ -	\$ -	\$ 3,820,000	\$ 3,514.40	\$ 3,934.60	\$ 4,240.20
027 F011001	21	1	MONUMENT WAY	EAST END CORP	\$ 513,300	\$ 2,952,200	\$ 3,465,500	\$ -	\$ -	\$ 3,465,500	\$ 3,188.26	\$ 3,569.47	\$ 3,846.71
027 F014001	19	0	MONUMENT SQ	TWO MONUMENT WAY ASSOCIATES	\$ 30,100	\$ 1,600	\$ 31,700	\$ -	\$ -	\$ 31,700	\$ 29.16	\$ 32.65	\$ 35.19
027 F023001	27	30	CITY CTR	RODWAY PETER E &	\$ 133,900	\$ 196,000	\$ 329,900	\$ -	\$ -	\$ 329,900	\$ 303.51	\$ 339.80	\$ 366.19
027 F024001	21	28	CITY CTR	BROWN J B & SONS	\$ 134,200	\$ 189,400	\$ 323,600	\$ -	\$ -	\$ 323,600	\$ 297.71	\$ 333.31	\$ 359.20
027 F026001	21	26	CITY CTR	BROWN J B & SONS	\$ 160,900	\$ 466,800	\$ 627,700	\$ -	\$ -	\$ 627,700	\$ 577.48	\$ 646.53	\$ 696.75
027 F027001	22	24	CITY CTR	BROWN J B & SONS	\$ 165,200	\$ 741,600	\$ 906,800	\$ -	\$ -	\$ 906,800	\$ 834.26	\$ 934.00	\$ 1,006.55
027 F028001	25	41	FREE ST	TEDLUM ASSOCIATES LLC	\$ 113,700	\$ 4,220	\$ 117,920	\$ -	\$ -	\$ 117,920	\$ 108.49	\$ 121.46	\$ 130.89
027 F029001	25	23	FREE ST	ONE CITY CENTER ASSOCIATES LLC	\$ 1,002,300	\$ 5,582,400	\$ 6,584,700	\$ -	\$ -	\$ 6,584,700	\$ 6,057.92	\$ 6,782.24	\$ 7,309.02
027 G001001	58	456	CONGRESS ST	CITY OF PORTLAND	\$ 470,400	\$ -	\$ 470,400	\$ -	\$ 470,400	\$ -	\$ -	\$ -	\$ -
028 K001001	21	77	MARKET ST	85 MARKET STREET LLC	\$ 308,300	\$ 1,339,200	\$ 1,647,500	\$ -	\$ -	\$ 1,647,500	\$ 1,515.70	\$ 1,696.93	\$ 1,828.73
028 K002001	22	66	PEARL ST	LEADER PROPERTIES LLC	\$ 927,200	\$ 3,317,600	\$ 4,244,800	\$ -	\$ -	\$ 4,244,800	\$ 3,905.22	\$ 4,372.14	\$ 4,711.73
028 K003001	22	75	MARKET ST	WHOLLY COW LLC	\$ 424,600	\$ 3,219,300	\$ 3,643,900	\$ -	\$ -	\$ 3,643,900	\$ 3,352.39	\$ 3,753.22	\$ 4,044.73

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PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
028 L005001	20	75	PEARL ST	WBPM LLC	\$ 125,000	\$ 895,700	\$ 1,020,700	\$ -	\$ -	\$ 1,020,700	\$ 939.04	\$ 1,051.32	\$ 1,132.98
028 L00502A	20	75	PEARL ST	WOODMAN BUILDING	\$ 64,000	\$ 507,300	\$ 571,300	\$ -	\$ -	\$ 571,300	\$ 525.60	\$ 588.44	\$ 634.14
028 L00502B	20	75	PEARL ST	WOODMAN BUILDING	\$ 50,000	\$ 399,000	\$ 449,000	\$ -	\$ -	\$ 449,000	\$ 413.08	\$ 462.47	\$ 498.39
028 L00503A	20	75	PEARL ST	WOODMAN BUILDING	\$ 40,000	\$ 312,000	\$ 352,000	\$ -	\$ -	\$ 352,000	\$ 323.84	\$ 362.56	\$ 390.72
028 L00503B	20	75	PEARL ST	WOODMAN BUILDING	\$ 52,000	\$ 409,900	\$ 461,900	\$ -	\$ -	\$ 461,900	\$ 424.95	\$ 475.76	\$ 512.71
028 L00504A	20	75	PEARL ST	WOODMAN BUILDING	\$ 40,000	\$ 312,000	\$ 352,000	\$ -	\$ -	\$ 352,000	\$ 323.84	\$ 362.56	\$ 390.72
028 L00504B	20	75	PEARL ST	WOODMAN BUILDING	\$ 65,000	\$ 506,300	\$ 571,300	\$ -	\$ -	\$ 571,300	\$ 525.60	\$ 588.44	\$ 634.14
028 L007001	24	131	MIDDLE ST	RACKLEFF BLOCK LLC	\$ 399,500	\$ 1,769,300	\$ 2,168,800	\$ -	\$ -	\$ 2,168,800	\$ 1,995.30	\$ 2,233.86	\$ 2,407.37
028 M005001	21	121	MIDDLE ST	123 LLC	\$ 408,200	\$ 2,330,100	\$ 2,738,300	\$ -	\$ -	\$ 2,738,300	\$ 2,519.24	\$ 2,820.45	\$ 3,039.51
028 N001001	56	109	MIDDLE ST	CITY OF PORTLAND	\$ 1,490,700	\$ 5,716,700	\$ 7,207,400	\$ -	\$ 7,207,400	\$ -	\$ -	\$ -	\$ -
028 N009001	21	115	MIDDLE ST	BROTHERS THREE LLC	\$ 244,700	\$ 403,600	\$ 648,300	\$ -	\$ -	\$ 648,300	\$ 596.44	\$ 667.75	\$ 719.61
028 N010001	21	111	MIDDLE ST	VENTURE III HOLDINGS LLC	\$ 134,300	\$ 65,800	\$ 200,100	\$ -	\$ -	\$ 200,100	\$ 184.09	\$ 206.10	\$ 222.11
029 A00101A	20	150	MIDDLE ST	RELM REALTY LLC	\$ 40,000	\$ 288,300	\$ 328,300	\$ -	\$ -	\$ 328,300	\$ 302.04	\$ 338.15	\$ 364.41
029 A00101B	20	150	MIDDLE ST	PEG REALTY LLC	\$ 36,000	\$ 293,700	\$ 329,700	\$ -	\$ -	\$ 329,700	\$ 303.32	\$ 339.59	\$ 365.97
029 A00101C	20	150	MIDDLE ST	IN FIRM GROUP THE	\$ 32,500	\$ 258,200	\$ 290,700	\$ -	\$ -	\$ 290,700	\$ 267.44	\$ 299.42	\$ 322.68
029 A00101D	20	150	MIDDLE ST	IN FIRM GROUP THE	\$ 32,500	\$ 258,200	\$ 290,700	\$ -	\$ -	\$ 290,700	\$ 267.44	\$ 299.42	\$ 322.68
029 A00102A	10	150	MIDDLE ST	FRANK PATRICK J JR	\$ 35,700	\$ 142,700	\$ 178,400	\$ 17,800	\$ -	\$ 160,600	\$ 147.75	\$ 165.42	\$ 178.27
029 A00102B	10	150	MIDDLE ST	SAVATTEI SALVATORE JR &	\$ 30,200	\$ 120,600	\$ 150,800	\$ -	\$ -	\$ 150,800	\$ 138.74	\$ 155.32	\$ 167.39
029 A00102C	10	150	MIDDLE ST	MEIL JOAN F &	\$ 31,800	\$ 127,100	\$ 158,900	\$ -	\$ -	\$ 158,900	\$ 146.19	\$ 163.67	\$ 175.38
029 A00102D	10	150	MIDDLE ST	TREGONING DAVID C TRUSTEE	\$ 30,700	\$ 122,700	\$ 153,400	\$ -	\$ -	\$ 153,400	\$ 141.13	\$ 158.00	\$ 170.27
029 A00102E	10	150	MIDDLE ST	ERNEST PAUL W &	\$ 33,500	\$ 133,900	\$ 167,400	\$ -	\$ -	\$ 167,400	\$ 154.01	\$ 172.42	\$ 185.81
029 A00102F	10	150	MIDDLE ST	BOEPPLE ELIZABETH ANN	\$ 35,000	\$ 140,200	\$ 175,200	\$ 17,800	\$ -	\$ 157,400	\$ 144.81	\$ 162.12	\$ 174.71
029 A00102G	10	150	MIDDLE ST	KIRK CHARLES M	\$ 28,700	\$ 114,600	\$ 143,300	\$ -	\$ -	\$ 143,300	\$ 131.84	\$ 147.60	\$ 159.06
029 A00102H	10	150	MIDDLE ST	JOHNS F ARTHUR T	\$ 35,700	\$ 142,700	\$ 178,400	\$ 17,800	\$ -	\$ 160,600	\$ 147.75	\$ 165.42	\$ 178.27
029 A00102I	10	150	MIDDLE ST	MAVROUDIS DEBORAH A	\$ 29,900	\$ 119,700	\$ 149,600	\$ -	\$ -	\$ 149,600	\$ 137.63	\$ 154.09	\$ 166.06
029 A00102J	10	150	MIDDLE ST	MILLS S PETER	\$ 27,400	\$ 109,700	\$ 137,100	\$ -	\$ -	\$ 137,100	\$ 126.13	\$ 141.21	\$ 152.18
029 A00102K	10	150	MIDDLE ST	MILLS S PETER	\$ 32,200	\$ 128,700	\$ 160,900	\$ -	\$ -	\$ 160,900	\$ 148.03	\$ 165.73	\$ 178.60
029 A00103A	10	150	MIDDLE ST	WEINBERG DIANE L TRUSTEE	\$ 35,700	\$ 142,700	\$ 178,400	\$ -	\$ -	\$ 178,400	\$ 164.13	\$ 183.75	\$ 198.02
029 A00103B	10	150	MIDDLE ST	LINDQUIST PETER R &	\$ 30,200	\$ 120,600	\$ 150,800	\$ -	\$ -	\$ 150,800	\$ 138.74	\$ 155.32	\$ 167.39
029 A00103C	10	150	MIDDLE ST	BELL KEVIN P &	\$ 31,800	\$ 127,100	\$ 158,900	\$ -	\$ -	\$ 158,900	\$ 146.19	\$ 163.67	\$ 175.38
029 A00103D	10	150	MIDDLE ST	THORNTON JAMES M	\$ 30,700	\$ 122,700	\$ 153,400	\$ -	\$ -	\$ 153,400	\$ 141.13	\$ 158.00	\$ 170.27
029 A00103E	10	150	MIDDLE ST	ROBERTS MATTHEW	\$ 33,500	\$ 133,900	\$ 167,400	\$ -	\$ -	\$ 167,400	\$ 154.01	\$ 172.42	\$ 185.81
029 A00103F	10	150	MIDDLE ST	M & B 101 INC	\$ 33,400	\$ 133,400	\$ 166,800	\$ -	\$ -	\$ 166,800	\$ 153.46	\$ 171.80	\$ 185.15
029 A00103G	10	150	MIDDLE ST	M & B 101 INC	\$ 28,700	\$ 114,600	\$ 143,300	\$ -	\$ -	\$ 143,300	\$ 131.84	\$ 147.60	\$ 159.06
029 A00103H	10	150	MIDDLE ST	HENDERSON HAROLD L &	\$ 31,200	\$ 124,600	\$ 155,800	\$ 17,800	\$ -	\$ 138,000	\$ 126.96	\$ 142.14	\$ 153.18
029 A00103I	10	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	\$ 29,900	\$ 119,700	\$ 149,600	\$ -	\$ -	\$ 149,600	\$ 137.63	\$ 154.09	\$ 166.06
029 A00103J	10	150	MIDDLE ST	WALTER MARIA L TRUSTEE	\$ 27,400	\$ 109,700	\$ 137,100	\$ -	\$ -	\$ 137,100	\$ 126.13	\$ 141.21	\$ 152.18
029 A00103K	10	150	MIDDLE ST	MACBRIDE JENNIFER L	\$ 32,200	\$ 128,700	\$ 160,900	\$ -	\$ -	\$ 160,900	\$ 148.03	\$ 165.73	\$ 178.60
029 A00104A	10	150	MIDDLE ST	BIXBY DOUGLAS B &	\$ 35,700	\$ 142,700	\$ 178,400	\$ -	\$ -	\$ 178,400	\$ 164.13	\$ 183.75	\$ 198.02

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT: 92 RATE	ASSESSMENT AT: 1.03 RATE	ASSESSMENT AT: 1.11 RATE
029 A00104B	10	150	MIDDLE ST	TURNER SCOTT H &	\$ 30,200	\$ 120,600	\$ 150,800	\$ -	\$ -	\$ 150,800	\$ 138.74	\$ 155.32	\$ 167.39
029 A00104C	10	150	MIDDLE ST	CAMP PETER S	\$ 31,800	\$ 127,100	\$ 158,900	\$ -	\$ -	\$ 158,900	\$ 146.19	\$ 163.67	\$ 176.38
029 A00104D	10	150	MIDDLE ST	GUTWIN JOHN D &	\$ 30,700	\$ 122,700	\$ 153,400	\$ 17,800	\$ -	\$ 135,600	\$ 124.75	\$ 139.67	\$ 150.52
029 A00104E	10	150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE	\$ 33,500	\$ 133,900	\$ 167,400	\$ -	\$ -	\$ 167,400	\$ 154.01	\$ 172.42	\$ 185.81
029 A00104F	10	150	MIDDLE ST	GUILLAUME RAYMOND	\$ 33,400	\$ 133,400	\$ 166,800	\$ -	\$ -	\$ 166,800	\$ 153.46	\$ 171.80	\$ 185.15
029 A00104G	10	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	\$ 28,700	\$ 114,600	\$ 143,300	\$ -	\$ -	\$ 143,300	\$ 131.84	\$ 147.60	\$ 159.06
029 A00104H	10	150	MIDDLE ST	150 MIDDLE LLC	\$ 31,200	\$ 124,600	\$ 155,800	\$ -	\$ -	\$ 155,800	\$ 143.34	\$ 160.47	\$ 172.94
029 A00104I	10	150	MIDDLE ST	KOSTA KATHERINE C	\$ 29,900	\$ 119,700	\$ 149,600	\$ -	\$ -	\$ 149,600	\$ 137.63	\$ 154.09	\$ 166.06
029 A00104J	10	150	MIDDLE ST	GREENZWEIG NEIL TRUSTEE	\$ 27,400	\$ 109,700	\$ 137,100	\$ -	\$ -	\$ 137,100	\$ 126.13	\$ 141.21	\$ 152.18
029 A00104K	10	150	MIDDLE ST	ZANARDI MARIAGRAZIA	\$ 32,200	\$ 128,700	\$ 160,900	\$ -	\$ -	\$ 160,900	\$ 148.03	\$ 165.73	\$ 178.60
029 A00105A	20	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 159,900	\$ 639,400	\$ 799,300	\$ -	\$ -	\$ 799,300	\$ 735.36	\$ 823.28	\$ 887.22
029 A00105B	10	150	MIDDLE ST	DUNKERLY ALLAN S TRUSTEE	\$ 80,600	\$ 322,300	\$ 402,900	\$ -	\$ -	\$ 402,900	\$ 370.67	\$ 414.99	\$ 447.22
029 A0010BA	20	150	MIDDLE ST	242 NEWRY PARTNERS	\$ 21,000	\$ 167,500	\$ 188,500	\$ -	\$ -	\$ 188,500	\$ 173.42	\$ 194.16	\$ 209.24
029 A0010BB	20	150	MIDDLE ST	242 NEWRY PARTNERS	\$ 21,000	\$ 167,500	\$ 188,500	\$ -	\$ -	\$ 188,500	\$ 173.42	\$ 194.16	\$ 209.24
029 A001P01	10	150	MIDDLE ST	DUNKERLY MARY V	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P02	10	150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE	\$ 500	\$ 4,600	\$ 5,100	\$ -	\$ -	\$ 5,100	\$ 4.69	\$ 5.25	\$ 5.66
029 A001P03	10	150	MIDDLE ST	LINDQUIST PETER R &	\$ 1,000	\$ 9,400	\$ 10,400	\$ -	\$ -	\$ 10,400	\$ 9.57	\$ 10.71	\$ 11.54
029 A001P04	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P05	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P06	10	150	MIDDLE ST	IN FIRM GROUP THE	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P07	10	150	MIDDLE ST	IN FIRM GROUP THE	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P08	10	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P09	10	150	MIDDLE ST	MCGOLDRICK RICHARD J	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P10	10	150	MIDDLE ST	FRANK PATRICK J JR	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P11	10	150	MIDDLE ST	FRANK PATRICK J JR	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P12	10	150	MIDDLE ST	INFIRM GROUP	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P13	10	150	MIDDLE ST	MILLS S PETER	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P14	10	150	MIDDLE ST	ERNEST PAUL W &	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P15	10	150	MIDDLE ST	BIXBY DOUGLAS B &	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P16	10	150	MIDDLE ST	MACBRIDE JENNIFER L	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P17	10	150	MIDDLE ST	CAMP PETER S	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P18	10	150	MIDDLE ST	RELM REALTY LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P19	10	150	MIDDLE ST	RELM REALTY LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P20	10	150	MIDDLE ST	THORNTON JAMES M	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P21	10	150	MIDDLE ST	DUNKERLY ALLAN S &	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P22	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P23	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P24	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P25	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
029 A001P26	10	150	MIDDLE ST	MIRS PROPERTIES LLC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P27	10	150	MIDDLE ST	HARDING WILLIAM TRUSTEE	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P28	10	150	MIDDLE ST	SHIPYARD INC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A001P29	10	150	MIDDLE ST	SHIPYARD INC	\$ 1,000	\$ 9,100	\$ 10,100	\$ -	\$ -	\$ 10,100	\$ 9.29	\$ 10.40	\$ 11.21
029 A003001	22	5	MILK ST	5 MILK STREET LLC	\$ 350,400	\$ 2,211,500	\$ 2,561,900	\$ -	\$ -	\$ 2,561,900	\$ 2,356.95	\$ 2,638.76	\$ 2,843.71
029 B001001	21	37	SILVER ST	WITT-T LLC	\$ 165,000	\$ 355,400	\$ 520,400	\$ -	\$ -	\$ 520,400	\$ 478.77	\$ 536.01	\$ 577.54
029 B002001	22	4	MILK ST	4 MILK MHR LLC	\$ 312,200	\$ 1,190,100	\$ 1,502,300	\$ -	\$ -	\$ 1,502,300	\$ 1,382.12	\$ 1,547.37	\$ 1,667.55
029 B003001	25	25	SILVER ST	PORTLAND REGENCY INC	\$ 574,300	\$ 26,250	\$ 600,550	\$ -	\$ -	\$ 600,550	\$ 552.51	\$ 618.57	\$ 666.61
029 B004001	10	341	FORE ST	JACKSON MICHAEL	\$ 28,100	\$ 112,600	\$ 140,700	\$ -	\$ -	\$ 140,700	\$ 129.44	\$ 144.92	\$ 156.18
029 B004002	10	341	FORE ST	O'CONNOR DENNIS R III &	\$ 25,500	\$ 101,900	\$ 127,400	\$ -	\$ -	\$ 127,400	\$ 117.21	\$ 131.22	\$ 141.41
029 B004003	10	341	FORE ST	ROSE JOHN &	\$ 29,400	\$ 117,400	\$ 146,800	\$ -	\$ -	\$ 146,800	\$ 135.06	\$ 151.20	\$ 162.95
029 B004004	10	341	FORE ST	CHILDS DONNA W	\$ 28,100	\$ 112,600	\$ 140,700	\$ -	\$ -	\$ 140,700	\$ 129.44	\$ 144.92	\$ 156.18
029 B004005	10	341	FORE ST	PENDERS JOHN F IV	\$ 25,700	\$ 102,900	\$ 128,600	\$ -	\$ -	\$ 128,600	\$ 118.31	\$ 132.46	\$ 142.75
029 B004006	10	341	FORE ST	KELLER BENJAMIN R	\$ 29,800	\$ 119,300	\$ 149,100	\$ 17,800	\$ -	\$ 131,300	\$ 120.80	\$ 135.24	\$ 145.74
029 B004007	10	341	FORE ST	ALAGIC SUAD	\$ 28,100	\$ 112,600	\$ 140,700	\$ 17,800	\$ -	\$ 122,900	\$ 113.07	\$ 126.59	\$ 136.42
029 B004008	10	341	FORE ST	DALTON JENNIFER L	\$ 26,000	\$ 103,900	\$ 129,900	\$ -	\$ -	\$ 129,900	\$ 119.51	\$ 133.80	\$ 144.19
029 B004009	10	341	FORE ST	HAAPALA BRIAN R &	\$ 79,500	\$ 318,000	\$ 397,500	\$ -	\$ -	\$ 397,500	\$ 365.70	\$ 409.43	\$ 441.23
029 B004010	20	341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC	\$ 18,000	\$ 162,000	\$ 180,000	\$ -	\$ -	\$ 180,000	\$ 165.60	\$ 185.40	\$ 199.80
029 B004011	20	341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC	\$ 12,000	\$ 106,100	\$ 118,100	\$ -	\$ -	\$ 118,100	\$ 108.65	\$ 121.64	\$ 131.09
029 C001001	10	340	FORE ST	ADB REATLY LLC	\$ 24,000	\$ 96,000	\$ 120,000	\$ -	\$ -	\$ 120,000	\$ 110.40	\$ 123.60	\$ 133.20
029 C001002	10	340	FORE ST	HAYEK LEE-ANN COLLINS TRUSTEE	\$ 26,000	\$ 102,000	\$ 128,000	\$ -	\$ -	\$ 128,000	\$ 117.76	\$ 131.84	\$ 142.08
029 C001003	10	340	FORE ST	207 INVESTS LLC	\$ 44,000	\$ 176,000	\$ 220,000	\$ -	\$ -	\$ 220,000	\$ 202.40	\$ 226.60	\$ 244.20
029 C001004	20	340	FORE ST	ABD REALTY LLC	\$ 28,300	\$ 113,200	\$ 141,500	\$ -	\$ -	\$ 141,500	\$ 130.18	\$ 145.75	\$ 157.07
029 C001005	20	340	FORE ST	ADB REALTY LLC	\$ 13,200	\$ 52,700	\$ 65,900	\$ -	\$ -	\$ 65,900	\$ 60.63	\$ 67.88	\$ 73.15
029 C002001	21	336	FORE ST	DOCK FORE INC	\$ 101,500	\$ 246,500	\$ 348,000	\$ -	\$ -	\$ 348,000	\$ 320.16	\$ 358.44	\$ 386.28
029 C003001	21	334	FORE ST	PORT CITY APARTMENTS	\$ 131,300	\$ 269,800	\$ 401,100	\$ -	\$ -	\$ 401,100	\$ 369.01	\$ 413.13	\$ 445.22
029 C005001	21	330	FORE ST	J & R VENTURES LLC	\$ 129,300	\$ 316,400	\$ 445,700	\$ -	\$ -	\$ 445,700	\$ 410.04	\$ 459.07	\$ 494.73
029 C006001	20	3	GOLD ST	MAINE BODYWORKS LLC	\$ 31,400	\$ 125,600	\$ 157,000	\$ -	\$ -	\$ 157,000	\$ 144.44	\$ 161.71	\$ 174.27
029 C006002	20	1	GOLD ST	ADNERB PROPERTIES LLC	\$ 30,900	\$ 123,900	\$ 154,800	\$ -	\$ -	\$ 154,800	\$ 142.42	\$ 159.44	\$ 171.83
029 C006003	20	320	FORE ST	FORE STREET INVESTMENTS LLC	\$ 32,400	\$ 129,700	\$ 162,100	\$ -	\$ -	\$ 162,100	\$ 149.13	\$ 166.96	\$ 179.93
029 C006004	20	320	FORE ST	FORE STREET INVESTMENTS LLC	\$ 33,500	\$ 134,200	\$ 167,700	\$ -	\$ -	\$ 167,700	\$ 154.28	\$ 172.73	\$ 186.15
029 C006005	20	320	FORE ST	FORE STREET INVESTMENTS LLC	\$ 24,400	\$ 97,700	\$ 122,100	\$ -	\$ -	\$ 122,100	\$ 112.33	\$ 125.75	\$ 135.53
029 C006006	20	320	FORE ST	FORE STREET INVESTMENTS LLC	\$ 27,600	\$ 110,600	\$ 138,200	\$ -	\$ -	\$ 138,200	\$ 127.14	\$ 142.35	\$ 153.40
029 C006007	20	320	FORE ST	FORE STREET INVESTMENTS LLC	\$ 78,400	\$ 313,700	\$ 392,100	\$ -	\$ -	\$ 392,100	\$ 360.73	\$ 403.86	\$ 435.23
029 D001001	21	129	COMMERCIAL ST	RSB LIMITED LIABILITY COMPANY	\$ 210,000	\$ 571,200	\$ 781,200	\$ -	\$ -	\$ 781,200	\$ 718.70	\$ 804.64	\$ 867.13
029 D002001	22	121	COMMERCIAL ST	MAD COW LLC	\$ 173,000	\$ 228,200	\$ 401,200	\$ -	\$ -	\$ 401,200	\$ 369.10	\$ 413.24	\$ 445.33
029 D003001	22	111	COMMERCIAL ST	BLANCHARD BLOCK LLC	\$ 207,500	\$ 1,566,000	\$ 1,773,500	\$ -	\$ -	\$ 1,773,500	\$ 1,631.62	\$ 1,826.71	\$ 1,968.59
029 E001001	22	130	MIDDLE ST	ELC LIMITED LIABILITY COMPANY	\$ 2,254,800	\$ 3,508,400	\$ 5,763,200	\$ -	\$ -	\$ 5,763,200	\$ 5,302.14	\$ 5,936.10	\$ 6,397.15
029 E006001	22	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	\$ 1,241,200	\$ 16,197,400	\$ 17,438,600	\$ -	\$ -	\$ 17,438,600	\$ 16,043.51	\$ 17,961.76	\$ 19,356.85

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PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
029 E007001	21	291	FORE ST	291 FORE STREET LLC	\$ 371,400	\$ 440,600	\$ 812,000	\$ -	\$ -	\$ 812,000	\$ 747.04	\$ 836.36	\$ 901.32
029 E009001	27	25	PEARL ST	25 PEARL MHR LLC	\$ 1,349,700	\$ 13,238,900	\$ 14,588,600	\$ -	\$ -	\$ 14,588,600	\$ 13,421.51	\$ 15,026.26	\$ 16,193.35
029 E012001	25	277	FORE ST	287 FORE STREET LLC	\$ 303,900	\$ 17,680	\$ 321,580	\$ -	\$ -	\$ 321,580	\$ 295.85	\$ 331.23	\$ 356.95
029 E016001	22	31	PEARL ST	130 LIMITED LIABILITY COMPAMY	\$ 784,300	\$ 4,006,400	\$ 4,790,700	\$ -	\$ -	\$ 4,790,700	\$ 4,407.44	\$ 4,934.42	\$ 5,317.68
029 E026001	22	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC	\$ 1,314,800	\$ 15,154,700	\$ 16,469,500	\$ -	\$ -	\$ 16,469,500	\$ 15,151.94	\$ 16,963.59	\$ 18,281.15
029 G001001	56	99	COMMERCIAL ST	UNITED STATES	\$ 490,600	\$ 2,230,100	\$ 2,720,700	\$ -	\$ 2,720,700	\$ -	\$ -	\$ -	\$ -
029 K001001	22	7	CUSTOM HOUSE ST	OLYMPIA EQUITY	\$ 473,300	\$ 5,429,000	\$ 5,902,300	\$ -	\$ -	\$ 5,902,300	\$ 5,430.12	\$ 6,079.37	\$ 6,551.55
029 K002001	21	288	FORE ST	EAST BROWN COW LIMITED	\$ 738,500	\$ 364,400	\$ 1,103,000	\$ -	\$ -	\$ 1,103,000	\$ 1,014.76	\$ 1,136.09	\$ 1,224.33
029 K003001	23	57	COMMERCIAL ST	OLYMPIA EQUITY INVESTORS V LLC	\$ 1,396,000	\$ 9,321,000	\$ 10,717,000	\$ -	\$ -	\$ 10,717,000	\$ 9,859.64	\$ 11,038.51	\$ 11,895.87
029 K005001	22	280	FORE ST	BANGOR SAVINGS BANK	\$ 829,900	\$ 12,050,900	\$ 12,880,800	\$ -	\$ -	\$ 12,880,800	\$ 11,850.34	\$ 13,267.22	\$ 14,297.69
029 K006001	40	300	FORE ST	OLYMPIA EQUITY	\$ 497,800	\$ -	\$ 497,800	\$ -	\$ -	\$ 497,800	\$ 457.98	\$ 512.73	\$ 552.56
029 K006002	55	300	FORE ST	COUNCIL INTERNATIONAL STUDY	\$ -	\$ 7,683,500	\$ 7,683,500	\$ -	\$ 7,683,500	\$ -	\$ -	\$ -	\$ -
029 K00601A	55	300	FORE ST	COUNCIL INTERNATIONAL STUDY	\$ -	\$ 1,189,900	\$ 1,189,900	\$ -	\$ 1,189,900	\$ -	\$ -	\$ -	\$ -
029 K00601B	55	300	FORE ST	CIEE INC	\$ -	\$ 229,300	\$ 229,300	\$ -	\$ 229,300	\$ -	\$ -	\$ -	\$ -
029 K0060B2	20	300	FORE ST	OLYMPIA EQUITY	\$ -	\$ 98,000	\$ 98,000	\$ -	\$ -	\$ 98,000	\$ 90.16	\$ 100.94	\$ 108.78
029 K0060B3	20	300	FORE ST	OLYMPIA EQUITY	\$ -	\$ 70,000	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ 64.40	\$ 72.10	\$ 77.70
029 O001011	10	99	SILVER ST	ARENSBERG LEE C TRUSTEE	\$ 24,100	\$ 96,300	\$ 120,400	\$ -	\$ -	\$ 120,400	\$ 110.77	\$ 124.01	\$ 133.64
029 O001012	10	99	SILVER ST	TOZESKI DAVID P	\$ 26,100	\$ 104,500	\$ 130,600	\$ 17,800	\$ -	\$ 112,800	\$ 103.78	\$ 116.18	\$ 125.21
029 O001013	10	99	SILVER ST	HOLSTEIN ERIC B &	\$ 24,200	\$ 96,900	\$ 121,100	\$ -	\$ -	\$ 121,100	\$ 111.41	\$ 124.73	\$ 134.42
029 O001021	10	99	SILVER ST	THOMS DEBORAH L	\$ 25,600	\$ 102,500	\$ 128,100	\$ 17,800	\$ -	\$ 110,300	\$ 101.48	\$ 113.61	\$ 122.43
029 O001023	10	99	SILVER ST	ANYA ROSE LLC	\$ 28,000	\$ 112,200	\$ 140,200	\$ -	\$ -	\$ 140,200	\$ 128.98	\$ 144.41	\$ 155.62
029 O001024	10	99	SILVER ST	ARNDT CHANNING P	\$ 22,900	\$ 91,800	\$ 114,700	\$ -	\$ -	\$ 114,700	\$ 105.52	\$ 118.14	\$ 127.32
029 O001025	10	99	SILVER ST	LINCOLN STREET PROERTIES LLC	\$ 21,400	\$ 85,400	\$ 106,800	\$ -	\$ -	\$ 106,800	\$ 98.26	\$ 110.00	\$ 118.55
029 O001026	10	99	SILVER ST	FISCHER CHRISTOPHER E	\$ 22,000	\$ 88,000	\$ 110,000	\$ -	\$ -	\$ 110,000	\$ 101.20	\$ 113.30	\$ 122.10
029 O001028	10	99	SILVER ST	GOODMAN ISAAC D &	\$ 26,100	\$ 104,400	\$ 130,500	\$ -	\$ -	\$ 130,500	\$ 120.06	\$ 134.42	\$ 144.86
029 O001029	10	99	SILVER ST	COUSINS DAVID A	\$ 25,600	\$ 102,300	\$ 127,900	\$ -	\$ -	\$ 127,900	\$ 117.67	\$ 131.74	\$ 141.97
029 O001031	10	99	SILVER ST	CAB HOLDINGS LLC	\$ 24,800	\$ 99,000	\$ 123,800	\$ -	\$ -	\$ 123,800	\$ 113.90	\$ 127.51	\$ 137.42
029 O001032	10	99	SILVER ST	BOROWSKI ROBERT B	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 O001033	10	99	SILVER ST	MURPHY KAREN &	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 O001034	10	99	SILVER ST	BERG HENRY T TRUSTEE	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 O001035	10	99	SILVER ST	GADBOIS GEORGE A &	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 O001036	10	99	SILVER ST	FINCH ANNIE &	\$ 23,600	\$ 94,300	\$ 117,900	\$ -	\$ -	\$ 117,900	\$ 108.47	\$ 121.44	\$ 130.87
029 O001037	10	99	SILVER ST	KINSMAN JESSICA A	\$ 22,000	\$ 87,900	\$ 109,900	\$ 17,800	\$ -	\$ 92,100	\$ 84.73	\$ 94.86	\$ 102.23
029 O001038	10	99	SILVER ST	ZURKAN WILLIAM K	\$ 23,800	\$ 95,300	\$ 119,100	\$ 17,800	\$ -	\$ 101,300	\$ 93.20	\$ 104.34	\$ 112.44
029 O001039	10	99	SILVER ST	LEDUC SANDRA J & SOREL &	\$ 22,500	\$ 90,100	\$ 112,600	\$ -	\$ -	\$ 112,600	\$ 103.59	\$ 115.98	\$ 124.99
029 O001041	10	99	SILVER ST	LINCOLN STREET PROPERTIES LLC	\$ 25,800	\$ 103,300	\$ 129,100	\$ -	\$ -	\$ 129,100	\$ 118.77	\$ 132.97	\$ 143.30
029 O001042	10	99	SILVER ST	KINGRA MICHAEL R &	\$ 25,800	\$ 103,300	\$ 129,100	\$ -	\$ -	\$ 129,100	\$ 118.77	\$ 132.97	\$ 143.30
029 O001043	10	99	SILVER ST	BHANDARI AMEESH M &	\$ 27,700	\$ 110,700	\$ 138,400	\$ -	\$ -	\$ 138,400	\$ 127.33	\$ 142.55	\$ 153.62
029 O001044	10	99	SILVER ST	LITTLEJOHN CLIFTON T	\$ 25,400	\$ 101,500	\$ 126,900	\$ -	\$ -	\$ 126,900	\$ 116.75	\$ 130.71	\$ 140.86

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST-EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
029 0001045	10	99	SILVER ST	DG CONDO 4 LLC	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 0001046	10	99	SILVER ST	VAN PEURSEM CORINNE M	\$ 25,100	\$ 100,400	\$ 125,500	\$ -	\$ -	\$ 125,500	\$ 115.46	\$ 129.27	\$ 139.31
029 0001047	10	99	SILVER ST	KASSEL GRANT D	\$ 18,400	\$ 73,500	\$ 91,900	\$ -	\$ -	\$ 91,900	\$ 84.55	\$ 94.66	\$ 102.01
029 0001048	10	99	SILVER ST	PEEL BRUCE H	\$ 20,500	\$ 82,200	\$ 102,700	\$ -	\$ -	\$ 102,700	\$ 94.48	\$ 105.78	\$ 114.00
029 0001049	10	99	SILVER ST	DEVINE DEREK	\$ 19,500	\$ 78,000	\$ 97,500	\$ -	\$ -	\$ 97,500	\$ 89.70	\$ 100.43	\$ 108.23
029 0001210	10	99	SILVER ST	LINCOLN STREET PROPERTIES LLC	\$ 21,100	\$ 84,400	\$ 105,500	\$ -	\$ -	\$ 105,500	\$ 97.06	\$ 108.67	\$ 117.11
029 0001211	10	99	SILVER ST	GINTER DAVID R	\$ 20,300	\$ 81,300	\$ 101,600	\$ -	\$ -	\$ 101,600	\$ 93.47	\$ 104.65	\$ 112.78
029 0001212	10	99	SILVER ST	SILVER VICTORIA J	\$ 19,200	\$ 76,900	\$ 96,100	\$ -	\$ -	\$ 96,100	\$ 88.41	\$ 98.98	\$ 106.67
029 0001213	10	99	SILVER ST	PROSSER JAMES G	\$ 21,100	\$ 84,500	\$ 105,600	\$ -	\$ -	\$ 105,600	\$ 97.15	\$ 108.77	\$ 117.22
029 0001310	10	99	SILVER ST	HEALY ROBERT E &	\$ 23,000	\$ 92,100	\$ 115,100	\$ -	\$ -	\$ 115,100	\$ 105.89	\$ 118.55	\$ 127.76
029 0001410	10	99	SILVER ST	SMITH GARY R	\$ 24,800	\$ 99,200	\$ 124,000	\$ -	\$ -	\$ 124,000	\$ 114.08	\$ 127.72	\$ 137.64
029 0001501	10	99	SILVER ST	KATZ JAMES &	\$ 77,900	\$ 311,700	\$ 389,600	\$ -	\$ -	\$ 389,600	\$ 358.43	\$ 401.29	\$ 432.46
029 0001502	20	99	SILVER ST	PEAK 5 EQUITIES LLC	\$ 50,000	\$ 356,200	\$ 406,200	\$ -	\$ -	\$ 406,200	\$ 373.70	\$ 418.39	\$ 450.88
029 0001801	10	99	SILVER ST	CHANDLER BENJAMIN P	\$ 20,000	\$ 80,000	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 92.00	\$ 103.00	\$ 111.00
029 0001802	10	99	SILVER ST	JOHNSON BEN A	\$ 20,000	\$ 80,000	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 92.00	\$ 103.00	\$ 111.00
029 0002001	21	164	MIDDLE ST	NDA 164 MIDDLE STREET LLC	\$ 348,300	\$ 1,186,800	\$ 1,535,100	\$ -	\$ -	\$ 1,535,100	\$ 1,412.29	\$ 1,581.15	\$ 1,703.96
029 0003001	25	43	MARKET ST	PORTLAND REGENCY INC	\$ 267,000	\$ 18,520	\$ 285,520	\$ -	\$ -	\$ 285,520	\$ 262.68	\$ 294.09	\$ 316.93
029 0004001	25	11	MILK ST	PORTLAND REGENCY INC	\$ 104,600	\$ 7,480	\$ 112,080	\$ -	\$ -	\$ 112,080	\$ 103.11	\$ 115.44	\$ 124.41
029 R001001	23	20	MILK ST	PORTLAND REGENCY INC	\$ 920,700	\$ 6,981,200	\$ 7,901,900	\$ -	\$ -	\$ 7,901,900	\$ 7,269.75	\$ 8,138.96	\$ 8,771.11
029 S001001	22	145	COMMERCIAL ST	FLEMING CREEK LLC ETALS	\$ 591,700	\$ 5,917,700	\$ 6,509,400	\$ -	\$ -	\$ 6,509,400	\$ 5,988.65	\$ 6,704.68	\$ 7,225.43
029 S002001	56	145	COMMERCIAL ST	CITY OF PORTLAND	\$ 9,400	\$ -	\$ 9,400	\$ -	\$ 9,400	\$ -	\$ -	\$ -	\$ -
030 A005001	21	94	COMMERCIAL ST	BMC INC	\$ 242,500	\$ 884,900	\$ 1,127,400	\$ -	\$ -	\$ 1,127,400	\$ 1,037.21	\$ 1,161.22	\$ 1,251.41
030 A101001	21	90	COMMERCIAL ST	PROPRIETORS OF CUSTOM HOUSE	\$ 100,000	\$ 169,400	\$ 269,400	\$ -	\$ -	\$ 269,400	\$ 247.85	\$ 277.48	\$ 299.03
030 C001001	27	100	COMMERCIAL ST	SOLEY WHARF LLC	\$ 600,900	\$ 4,956,200	\$ 5,557,100	\$ -	\$ -	\$ 5,557,100	\$ 5,112.53	\$ 5,723.81	\$ 6,168.38
030 D005001	21	84	COMMERCIAL ST	84 COMMERCIAL STREET LLC	\$ 236,200	\$ 301,300	\$ 537,500	\$ -	\$ -	\$ 537,500	\$ 494.50	\$ 553.63	\$ 596.63
030 H001001	27	180	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES	\$ 678,600	\$ 1,481,900	\$ 2,160,500	\$ -	\$ -	\$ 2,160,500	\$ 1,987.66	\$ 2,225.32	\$ 2,398.16
030 H004001	24	136	COMMERCIAL ST	CARROLL BLOCK LLC	\$ 206,200	\$ 2,138,900	\$ 2,345,100	\$ -	\$ -	\$ 2,345,100	\$ 2,157.49	\$ 2,415.45	\$ 2,603.06
031 H001001	25	158	COMMERCIAL ST	DIMILLO STEVEN ETAL TRUSTEES	\$ 519,700	\$ 75,600	\$ 595,300	\$ -	\$ -	\$ 595,300	\$ 547.68	\$ 613.16	\$ 660.78
031 H003001	25	144	COMMERCIAL ST	DIMILLO STEVEN ETAL TRUSTEES	\$ 494,400	\$ 73,400	\$ 567,800	\$ -	\$ -	\$ 567,800	\$ 522.38	\$ 584.83	\$ 630.26
031 H004001	27	164	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES	\$ 221,300	\$ 793,500	\$ 1,014,800	\$ -	\$ -	\$ 1,014,800	\$ 933.62	\$ 1,045.24	\$ 1,126.43
031 K103001	25	218	COMMERCIAL ST	PROPRIETORS OF UNION WHARF	\$ 206,300	\$ 32,780	\$ 239,080	\$ -	\$ -	\$ 239,080	\$ 219.95	\$ 246.25	\$ 265.38
031 L034001	31	250	COMMERCIAL ST	CM WATERFRONT PROPERTIES LLC	\$ 149,500	\$ 2,007,300	\$ 2,156,800	\$ -	\$ -	\$ 2,156,800	\$ 1,984.26	\$ 2,221.50	\$ 2,394.05
031 L038001	25	230	COMMERCIAL ST	PROPRIETORS OF UNION WHARF	\$ 41,500	\$ 3,630	\$ 45,130	\$ -	\$ -	\$ 45,130	\$ 41.52	\$ 46.48	\$ 50.09
031 L135001	24	1	UNION WHARF	PROPRIETORS OF UNION WHARF	\$ 219,200	\$ 1,131,900	\$ 1,351,100	\$ -	\$ -	\$ 1,351,100	\$ 1,243.01	\$ 1,391.63	\$ 1,499.72
032 C001001	23	390	CONGRESS ST	PRESS HOTEL LLC	\$ 481,700	\$ 10,448,000	\$ 10,929,700	\$ -	\$ -	\$ 10,929,700	\$ 10,055.32	\$ 11,257.59	\$ 12,131.97
032 D001001	22	107	EXCHANGE ST	TOP OF EXCHANGE LLC	\$ 191,300	\$ 727,400	\$ 918,700	\$ -	\$ -	\$ 918,700	\$ 845.20	\$ 946.26	\$ 1,019.76
032 D002001	22	97	EXCHANGE ST	TOP OF EXCHANGE LLC	\$ 222,200	\$ 1,737,300	\$ 1,959,500	\$ -	\$ -	\$ 1,959,500	\$ 1,802.74	\$ 2,018.29	\$ 2,175.05
032 D003001	22	93	EXCHANGE ST	TOP OF EXCHANGE LLC	\$ 197,000	\$ 1,233,600	\$ 1,430,600	\$ -	\$ -	\$ 1,430,600	\$ 1,316.15	\$ 1,473.52	\$ 1,587.97
032 D004001	22	85	EXCHANGE ST	TOP OF EXCHANGE LLC	\$ 285,800	\$ 2,262,600	\$ 2,548,400	\$ -	\$ -	\$ 2,548,400	\$ 2,344.53	\$ 2,624.85	\$ 2,828.72

PDD Act Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCELID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
032 D005001	58	167	MIDDLE ST	CITY OF PORTLAND	\$ 526,300	\$ 24,820	\$ 551,120	\$ -	\$ 551,120	\$ -	\$ -	\$ -	\$ -
032 E001001	22	57	EXCHANGE ST	57 EXCHANGE STREET LLC	\$ 288,400	\$ 2,618,300	\$ 2,906,700	\$ -	\$ -	\$ 2,906,700	\$ 2,674.16	\$ 2,993.90	\$ 3,226.44
032 E002001	21	53	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	\$ 200,600	\$ 976,200	\$ 1,176,800	\$ -	\$ -	\$ 1,176,800	\$ 1,082.66	\$ 1,212.10	\$ 1,306.25
032 E004001	21	49	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	\$ 181,100	\$ 406,300	\$ 587,400	\$ -	\$ -	\$ 587,400	\$ 522.01	\$ 584.42	\$ 629.81
032 E005001	22	45	EXCHANGE ST	45 EXCHANGE STREET LLC	\$ 285,500	\$ 1,845,400	\$ 2,130,900	\$ -	\$ -	\$ 2,130,900	\$ 1,960.43	\$ 2,194.83	\$ 2,365.30
032 E008001	22	39	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE	\$ 223,400	\$ 726,200	\$ 949,600	\$ -	\$ -	\$ 949,600	\$ 873.63	\$ 978.09	\$ 1,054.06
032 E009001	21	31	EXCHANGE ST	B & C LIMITED	\$ 209,900	\$ 817,100	\$ 1,027,000	\$ -	\$ -	\$ 1,027,000	\$ 944.84	\$ 1,057.81	\$ 1,139.97
032 E010001	21	46	MARKET ST	MARKET MILK PARTNERS LLC	\$ 147,700	\$ 740,700	\$ 888,400	\$ -	\$ -	\$ 888,400	\$ 817.33	\$ 915.05	\$ 986.12
032 F001001	21	42	MARKET ST	OCEAN BLOCK ASSOCIATES	\$ 192,600	\$ 617,300	\$ 809,900	\$ -	\$ -	\$ 809,900	\$ 745.11	\$ 834.20	\$ 898.99
032 F002001	24	36	MARKET ST	36 MARKET ST	\$ 173,700	\$ 487,900	\$ 661,600	\$ -	\$ -	\$ 661,600	\$ 608.67	\$ 681.45	\$ 734.38
032 F003001	21	30	MARKET ST	E L C INC	\$ 155,600	\$ 356,000	\$ 511,600	\$ -	\$ -	\$ 511,600	\$ 470.67	\$ 526.95	\$ 567.88
032 F005001	22	363	FORE ST	ELEVEN EXCHANGE LLC	\$ 217,800	\$ 694,800	\$ 912,600	\$ -	\$ -	\$ 912,600	\$ 839.59	\$ 939.98	\$ 1,012.99
032 F007001	21	375	FORE ST	ELEVEN EXCHANGE LLC	\$ 144,600	\$ 322,600	\$ 467,200	\$ -	\$ -	\$ 467,200	\$ 429.82	\$ 481.22	\$ 518.59
032 F008001	21	375	FORE ST	ELEVEN EXCHANGE LLC	\$ 145,800	\$ 305,200	\$ 451,000	\$ -	\$ -	\$ 451,000	\$ 414.92	\$ 464.53	\$ 500.61
032 F009001	22	30	MILK ST	OCEAN BLOCK ASSOCIATES	\$ 168,300	\$ 1,145,400	\$ 1,313,700	\$ -	\$ -	\$ 1,313,700	\$ 1,208.60	\$ 1,353.11	\$ 1,458.21
032 F010001	21	9	EXCHANGE ST	ELEVEN EXCHANGE LLC	\$ 233,100	\$ 1,188,600	\$ 1,421,700	\$ -	\$ -	\$ 1,421,700	\$ 1,307.96	\$ 1,464.35	\$ 1,578.09
032 F012001	21	5	EXCHANGE ST	ELEVEN EXCHANGE LLC	\$ 143,600	\$ 475,900	\$ 619,500	\$ -	\$ -	\$ 619,500	\$ 569.94	\$ 638.09	\$ 687.65
032 F013001	22	379	FORE ST	ELEVEN EXCHANGE LLC	\$ 150,000	\$ 498,800	\$ 648,800	\$ -	\$ -	\$ 648,800	\$ 596.90	\$ 668.26	\$ 720.17
032 F014001	21	1	EXCHANGE ST	ELEVEN EXCHANGE LLC	\$ 143,200	\$ 374,400	\$ 517,600	\$ -	\$ -	\$ 517,600	\$ 476.19	\$ 533.13	\$ 574.54
032 G001001	22	396	CONGRESS ST	A & M PARTNERS INC	\$ 2,058,100	\$ 7,271,800	\$ 9,329,900	\$ -	\$ -	\$ 9,329,900	\$ 8,583.51	\$ 9,609.80	\$ 10,356.19
032 H001001	22	110	EXCHANGE ST	ONETEN EXCHANGE LLC	\$ 180,400	\$ 1,035,900	\$ 1,216,300	\$ -	\$ -	\$ 1,216,300	\$ 1,119.00	\$ 1,252.79	\$ 1,350.09
032 H002001	21	106	EXCHANGE ST	RICH BUILDING LLC	\$ 164,600	\$ 556,900	\$ 721,500	\$ -	\$ -	\$ 721,500	\$ 663.78	\$ 743.15	\$ 800.87
032 H003001	22	102	EXCHANGE ST	PALACCI JOSEPH	\$ 246,100	\$ 642,900	\$ 889,000	\$ -	\$ -	\$ 889,000	\$ 817.88	\$ 915.67	\$ 986.79
032 H004001	56	15	TEMPLE ST	CITY OF PORTLAND	\$ 2,082,400	\$ 3,820,400	\$ 5,902,800	\$ -	\$ 5,902,800	\$ -	\$ -	\$ -	\$ -
032 H005001	56	1	TEMPLE ST	CITY OF PORTLAND	\$ 406,300	\$ -	\$ 406,300	\$ -	\$ 406,300	\$ -	\$ -	\$ -	\$ -
032 H005002	22	1	TEMPLE ST	11 TEMPLE MHR LLC	\$ -	\$ 2,590,200	\$ 2,590,200	\$ -	\$ -	\$ 2,590,200	\$ 2,382.98	\$ 2,667.91	\$ 2,875.12
032 H006001	22	92	EXCHANGE ST	MAINESCAPE PROPERTIES LLC	\$ 166,100	\$ 402,200	\$ 568,300	\$ -	\$ -	\$ 568,300	\$ 522.84	\$ 585.35	\$ 630.81
032 H007001	27	88	EXCHANGE ST	RIVENDALL REAL ESTATE LLC	\$ 185,200	\$ 533,000	\$ 718,200	\$ -	\$ -	\$ 718,200	\$ 660.74	\$ 739.75	\$ 797.20
032 H008001	22	80	EXCHANGE ST	MURAL ASSOCIATES	\$ 238,900	\$ 1,556,400	\$ 1,795,300	\$ -	\$ -	\$ 1,795,300	\$ 1,651.68	\$ 1,849.16	\$ 1,992.78
032 H009001	58	70	EXCHANGE ST	CITY OF PORTLAND	\$ 362,700	\$ 1,960	\$ 364,660	\$ -	\$ 364,660	\$ -	\$ -	\$ -	\$ -
032 H016001	20	183	MIDDLE ST	Q STREET REAL ESTATE	\$ 70,000	\$ 613,900	\$ 683,900	\$ -	\$ -	\$ 683,900	\$ 629.19	\$ 704.42	\$ 759.13
032 H016002	20	183	MIDDLE ST	Q STREET REAL ESTATE	\$ 50,000	\$ 499,700	\$ 549,700	\$ -	\$ -	\$ 549,700	\$ 505.72	\$ 566.19	\$ 610.17
032 H016003	20	183	MIDDLE ST	MORRISSWITZER-BUILDING	\$ 50,000	\$ 499,700	\$ 549,700	\$ -	\$ -	\$ 549,700	\$ 505.72	\$ 566.19	\$ 610.17
032 H016004	20	183	MIDDLE ST	SLEEPY HOLLOW DEVELOPMENT INC	\$ 25,840	\$ 232,520	\$ 258,360	\$ -	\$ -	\$ 258,360	\$ 237.69	\$ 266.11	\$ 286.78
032 H01604B	20	183	MIDDLE ST	ITM REALTY II LLC	\$ 29,140	\$ 262,200	\$ 291,340	\$ -	\$ -	\$ 291,340	\$ 268.03	\$ 300.08	\$ 323.39
032 H022001	22	193	MIDDLE ST	SAVI REALTY LLC	\$ 428,200	\$ 1,866,100	\$ 2,294,300	\$ -	\$ -	\$ 2,294,300	\$ 2,110.76	\$ 2,363.13	\$ 2,546.67
032 I001001	22	178	MIDDLE ST	MIDDLE STREET HOLDINGS LLC	\$ 225,100	\$ 1,738,100	\$ 1,963,200	\$ -	\$ -	\$ 1,963,200	\$ 1,806.14	\$ 2,022.10	\$ 2,179.15
032 I002001	21	52	EXCHANGE ST	OLD PORT ARMS	\$ 218,100	\$ 1,339,100	\$ 1,557,200	\$ -	\$ -	\$ 1,557,200	\$ 1,432.62	\$ 1,603.92	\$ 1,728.49
032 I006001	22	50	EXCHANGE ST	FITZGIBBONS VIRGINIA S &	\$ 161,300	\$ 431,700	\$ 593,000	\$ -	\$ -	\$ 593,000	\$ 545.56	\$ 610.79	\$ 658.23

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PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
032 1007001	27	0	CANAL PLAZA	COW PLAZA 1 LLC	\$ 18,200	\$ 363,100	\$ 381,300	\$ -	\$ -	\$ 381,300	\$ 350.80	\$ 392.74	\$ 423.24
032 1008001	21	44	EXCHANGE ST	44 EXCHANGE STREET LLC	\$ 313,500	\$ 1,366,400	\$ 1,679,900	\$ -	\$ -	\$ 1,679,900	\$ 1,545.51	\$ 1,730.30	\$ 1,864.69
032 1010001	21	34	EXCHANGE ST	PALACCI SION &	\$ 179,500	\$ 752,500	\$ 932,000	\$ -	\$ -	\$ 932,000	\$ 857.44	\$ 959.96	\$ 1,034.52
032 1011001	21	30	EXCHANGE ST	MAINLAND REAL ESTATE	\$ 103,300	\$ 579,800	\$ 683,100	\$ -	\$ -	\$ 683,100	\$ 628.45	\$ 703.59	\$ 758.24
032 1012100	20	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	\$ 264,700	\$ 1,059,000	\$ 1,323,700	\$ -	\$ -	\$ 1,323,700	\$ 1,217.80	\$ 1,363.41	\$ 1,469.31
032 1012200	20	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC	\$ 180,700	\$ 722,800	\$ 903,500	\$ -	\$ -	\$ 903,500	\$ 831.22	\$ 930.61	\$ 1,002.89
032 1012301	10	10	EXCHANGE ST	PAOLA FRANCIS P	\$ 50,700	\$ 202,700	\$ 253,400	\$ -	\$ -	\$ 253,400	\$ 233.13	\$ 261.00	\$ 281.27
032 1012302	10	10	EXCHANGE ST	CURRAN JENNIFER A	\$ 48,200	\$ 192,900	\$ 241,100	\$ -	\$ -	\$ 241,100	\$ 221.81	\$ 248.33	\$ 267.62
032 1012303	10	10	EXCHANGE ST	CULPOVICH ANDREW J &	\$ 23,400	\$ 93,400	\$ 116,800	\$ -	\$ -	\$ 116,800	\$ 107.46	\$ 120.30	\$ 129.65
032 1012304	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 49,600	\$ 198,500	\$ 248,100	\$ -	\$ -	\$ 248,100	\$ 228.25	\$ 255.54	\$ 275.39
032 1012305	10	10	EXCHANGE ST	DRISCOLL ROBERT &	\$ 34,100	\$ 136,500	\$ 170,600	\$ -	\$ -	\$ 170,600	\$ 156.95	\$ 175.72	\$ 189.37
032 1012306	10	10	EXCHANGE ST	POMROY'S PORTLAND	\$ 52,600	\$ 210,300	\$ 262,900	\$ -	\$ -	\$ 262,900	\$ 241.87	\$ 270.79	\$ 291.82
032 1012307	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 43,800	\$ 175,200	\$ 219,000	\$ -	\$ -	\$ 219,000	\$ 201.48	\$ 225.57	\$ 243.09
032 1012308	10	10	EXCHANGE ST	EVANS SHERI CHRISTIENNE	\$ 51,800	\$ 207,200	\$ 259,000	\$ -	\$ -	\$ 259,000	\$ 238.28	\$ 266.77	\$ 287.49
032 1012309	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 43,800	\$ 175,300	\$ 219,100	\$ -	\$ -	\$ 219,100	\$ 201.57	\$ 225.67	\$ 243.20
032 1012310	10	10	EXCHANGE ST	SISU LLC	\$ 51,100	\$ 204,300	\$ 255,400	\$ -	\$ -	\$ 255,400	\$ 234.97	\$ 263.06	\$ 283.49
032 1012311	10	10	EXCHANGE ST	SOLEY JOSHUA	\$ 23,400	\$ 93,400	\$ 116,800	\$ -	\$ -	\$ 116,800	\$ 107.46	\$ 120.30	\$ 129.65
032 1012312	10	10	EXCHANGE ST	FITZGERALD MICHAEL T	\$ 55,400	\$ 221,600	\$ 277,000	\$ -	\$ -	\$ 277,000	\$ 254.84	\$ 285.31	\$ 307.47
032 1012313	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 51,200	\$ 204,700	\$ 255,900	\$ -	\$ -	\$ 255,900	\$ 235.43	\$ 263.58	\$ 284.05
032 1012314	10	10	EXCHANGE ST	GORDON ABIGAIL	\$ 48,200	\$ 192,600	\$ 240,800	\$ -	\$ -	\$ 240,800	\$ 221.54	\$ 248.02	\$ 267.29
032 1012401	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 58,400	\$ 233,700	\$ 292,100	\$ -	\$ -	\$ 292,100	\$ 268.73	\$ 300.86	\$ 324.23
032 1012402	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 61,200	\$ 244,900	\$ 306,100	\$ -	\$ -	\$ 306,100	\$ 281.61	\$ 315.28	\$ 339.77
032 1012404	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 54,000	\$ 215,800	\$ 269,800	\$ -	\$ -	\$ 269,800	\$ 248.22	\$ 277.89	\$ 299.48
032 1012405	10	10	EXCHANGE ST	DOYLE KEVIN F &	\$ 33,600	\$ 134,400	\$ 168,000	\$ -	\$ -	\$ 168,000	\$ 154.56	\$ 173.04	\$ 186.48
032 1012406	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 58,300	\$ 233,200	\$ 291,500	\$ -	\$ -	\$ 291,500	\$ 268.18	\$ 300.25	\$ 323.57
032 1012407	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 51,100	\$ 204,400	\$ 255,500	\$ -	\$ -	\$ 255,500	\$ 235.06	\$ 269.17	\$ 283.61
032 1012408	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 54,000	\$ 216,000	\$ 270,000	\$ -	\$ -	\$ 270,000	\$ 248.40	\$ 278.10	\$ 299.70
032 1012409	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 56,900	\$ 227,500	\$ 284,400	\$ -	\$ -	\$ 284,400	\$ 261.65	\$ 292.93	\$ 315.68
032 1012410	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 55,500	\$ 222,100	\$ 277,600	\$ -	\$ -	\$ 277,600	\$ 255.39	\$ 285.93	\$ 308.14
032 1012411	10	10	EXCHANGE ST	10 EXCHANGE STREET LLC	\$ 48,200	\$ 192,600	\$ 240,800	\$ -	\$ -	\$ 240,800	\$ 221.54	\$ 248.02	\$ 267.29
032 1012412	10	10	EXCHANGE ST	SCOTT STEVEN J	\$ 39,400	\$ 157,700	\$ 197,100	\$ -	\$ -	\$ 197,100	\$ 181.33	\$ 203.01	\$ 218.78
032 1012413	10	10	EXCHANGE ST	WHEELWRIGHT HENRY J TRUSTEE	\$ 55,800	\$ 223,100	\$ 278,900	\$ -	\$ -	\$ 278,900	\$ 256.59	\$ 287.27	\$ 309.58
032 1012414	10	10	EXCHANGE ST	HELL'S BELLS LLC	\$ 51,000	\$ 204,100	\$ 255,100	\$ -	\$ -	\$ 255,100	\$ 234.69	\$ 262.75	\$ 283.16
032 1018001	21	395	FORE ST	395 FORE STREET LLC	\$ 195,400	\$ 716,900	\$ 912,300	\$ -	\$ -	\$ 912,300	\$ 839.32	\$ 939.67	\$ 1,012.65
032 1021001	21	182	MIDDLE ST	MIDDLE STREET HOLDINGS LLC	\$ 526,600	\$ 2,982,000	\$ 3,508,600	\$ -	\$ -	\$ 3,508,600	\$ 3,227.91	\$ 3,613.86	\$ 3,894.55
032 1023001	22	3	CANAL PLAZA	COW PLAZA 3 LLC	\$ 491,300	\$ 6,596,100	\$ 7,027,400	\$ -	\$ -	\$ 7,027,400	\$ 6,465.21	\$ 7,238.22	\$ 7,800.41
032 1033001	22	2	CANAL PLAZA	COW PLAZA 2 LLC	\$ 426,400	\$ 4,223,900	\$ 4,650,300	\$ -	\$ -	\$ 4,650,300	\$ 4,278.28	\$ 4,789.81	\$ 5,161.83
032 1036001	22	1	CANAL PLAZA	COW PLAZA 1 LLC	\$ 915,200	\$ 15,061,600	\$ 15,976,800	\$ -	\$ -	\$ 15,976,800	\$ 14,698.66	\$ 16,456.10	\$ 17,734.25
032 1038001	40	182	MIDDLE ST	MIDDLE STREET HOLDINGS LLC	\$ 53,700	\$ -	\$ 53,700	\$ -	\$ -	\$ 53,700	\$ 49.40	\$ 55.31	\$ 59.61

PDL District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT	OTHER EXEMPT	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
032 1039001	35	40	UNION ST	CENTRAL MAINE POWER CO	\$ 809,300	\$ 479,900	\$ 1,289,200	\$ -	\$ -	\$ 1,289,200	\$ 1,186.06	\$ 1,327.88	\$ 1,431.01
032 1040001	25	44	EXCHANGE ST	COW PLAZA 1 LLC	\$ 197,500	\$ 50,000	\$ 247,500	\$ -	\$ -	\$ 247,500	\$ 227.70	\$ 254.93	\$ 274.73
032 1041001	27	425	FORE ST	COW PLAZA GARAGE LLC	\$ 1,529,200	\$ 4,819,600	\$ 6,348,800	\$ -	\$ -	\$ 6,348,800	\$ 5,840.90	\$ 6,589.26	\$ 7,047.17
032 1041002	27	401	FORE ST	BANGOR SAVINGS BANK	\$ -	\$ 85,000	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ 78.20	\$ 87.55	\$ 94.35
032 1042001	23	433	FORE ST	COW PLAZA HOTEL LLC	\$ 737,100	\$ 11,049,000	\$ 11,786,100	\$ -	\$ -	\$ 11,786,100	\$ 10,843.21	\$ 12,139.68	\$ 13,082.57
032 1001001	21	386	FORE ST	386 FORE STREET LLC	\$ 182,800	\$ 1,015,100	\$ 1,197,900	\$ -	\$ -	\$ 1,197,900	\$ 1,102.07	\$ 1,233.84	\$ 1,329.67
032 1002001	21	392	FORE ST	BEER GUYS LLC	\$ 159,800	\$ 704,800	\$ 864,600	\$ -	\$ -	\$ 864,600	\$ 795.43	\$ 890.54	\$ 959.71
032 1004001	20	396	FORE ST	BEER GUYS LLC	\$ 20,200	\$ 146,200	\$ 166,400	\$ -	\$ -	\$ 166,400	\$ 153.09	\$ 171.39	\$ 184.70
032 1004002	20	396	FORE ST	BEER GUYS LLC	\$ 20,200	\$ 160,100	\$ 180,300	\$ -	\$ -	\$ 180,300	\$ 165.88	\$ 185.71	\$ 200.13
032 1004003	10	396	FORE ST	BEER GUYS LLC	\$ 45,700	\$ 182,600	\$ 228,300	\$ -	\$ -	\$ 228,300	\$ 210.04	\$ 235.15	\$ 253.41
032 1004008	20	396	FORE ST	BEER GUYS LLC	\$ 20,200	\$ 131,400	\$ 151,600	\$ -	\$ -	\$ 151,600	\$ 139.47	\$ 155.15	\$ 168.28
032 1005001	20	398	FORE ST	FORE STREET PARTNERSHIP	\$ 41,600	\$ 333,500	\$ 375,100	\$ -	\$ -	\$ 375,100	\$ 345.09	\$ 386.35	\$ 416.36
032 1005002	20	398	FORE ST	FORE STREET PROPERTIES	\$ 22,500	\$ 277,500	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ 276.00	\$ 309.00	\$ 333.00
032 1005003	20	398	FORE ST	INGALLS ROGER E	\$ 21,500	\$ 250,100	\$ 271,600	\$ -	\$ -	\$ 271,600	\$ 249.87	\$ 279.75	\$ 301.48
032 1005004	20	398	FORE ST	INGALLS ROGER E	\$ 21,500	\$ 250,100	\$ 271,600	\$ -	\$ -	\$ 271,600	\$ 249.87	\$ 279.75	\$ 301.48
032 K001001	22	2	MONUMENT SQ	800 NORTHERN CORP	\$ 1,009,800	\$ 14,098,000	\$ 15,107,800	\$ -	\$ -	\$ 15,107,800	\$ 13,899.18	\$ 15,561.03	\$ 16,769.66
032 K012001	22	1	MONUMENT SQ	FINARD MURRAY W TR	\$ 611,500	\$ 12,447,300	\$ 13,058,800	\$ -	\$ -	\$ 13,058,800	\$ 12,014.10	\$ 13,450.56	\$ 14,495.27
032 L002001	22	1	CITY CTR	ONE CITY CENTER ASSOCIATES LLC	\$ 1,781,800	\$ 27,288,200	\$ 29,070,000	\$ -	\$ -	\$ 29,070,000	\$ 26,744.40	\$ 29,942.10	\$ 32,267.70
032 N009001	21	414	FORE ST	GOULD COMPANY LLC	\$ 140,500	\$ 460,800	\$ 601,300	\$ -	\$ -	\$ 601,300	\$ 553.20	\$ 619.34	\$ 667.44
032 N010001	21	416	FORE ST	416 FORE STREET LLC	\$ 167,000	\$ 678,300	\$ 845,300	\$ -	\$ -	\$ 845,300	\$ 777.68	\$ 870.66	\$ 938.28
032 N011001	21	422	FORE ST	HARDING RICHARD B ETAL	\$ 139,500	\$ 310,600	\$ 450,100	\$ -	\$ -	\$ 450,100	\$ 414.09	\$ 463.60	\$ 499.61
032 N012001	21	424	FORE ST	SOLETSKY LIMITED LIABILITY CO	\$ 164,500	\$ 664,200	\$ 828,700	\$ -	\$ -	\$ 828,700	\$ 762.40	\$ 853.56	\$ 919.86
032 P001001	22	2	CITY CTR	TWO CITY CENTER LLC	\$ 218,900	\$ 3,109,000	\$ 3,327,900	\$ -	\$ -	\$ 3,327,900	\$ 3,061.67	\$ 3,427.74	\$ 3,693.97
032 P003001	21	4	CITY CTR	FOUR CITY CENTER	\$ 178,900	\$ 831,500	\$ 1,010,400	\$ -	\$ -	\$ 1,010,400	\$ 929.57	\$ 1,040.71	\$ 1,121.54
032 P004001	20	6	CITY CTR	SIX CITY CENTER LLC	\$ 387,600	\$ 1,550,500	\$ 1,938,100	\$ -	\$ -	\$ 1,938,100	\$ 1,783.05	\$ 1,996.24	\$ 2,151.29
032 P004002	20	6	CITY CTR	H & A PROPERTY GROUP LLC	\$ 73,600	\$ 294,400	\$ 368,000	\$ -	\$ -	\$ 368,000	\$ 338.56	\$ 379.04	\$ 408.48
032 P017001	22	10	CITY CTR	MINA BUILDING LLC	\$ 236,800	\$ 740,600	\$ 977,400	\$ -	\$ -	\$ 977,400	\$ 899.21	\$ 1,006.72	\$ 1,084.91
032 R001001	21	428	FORE ST	428 FORE STREET LLC	\$ 156,000	\$ 600,200	\$ 756,200	\$ -	\$ -	\$ 756,200	\$ 695.70	\$ 778.89	\$ 839.38
032 R003001	21	432	FORE ST	TERRAPIN PROPERTIES LLC	\$ 138,400	\$ 291,600	\$ 430,000	\$ -	\$ -	\$ 430,000	\$ 395.60	\$ 442.90	\$ 477.30
032 R004001	21	434	FORE ST	TERRAPIN PROPERTIES LLC	\$ 148,200	\$ 345,100	\$ 493,300	\$ -	\$ -	\$ 493,300	\$ 453.84	\$ 508.10	\$ 547.56
032 R007001	21	436	FORE ST	FORE STREET PARTNERS LLC	\$ 233,400	\$ 1,041,600	\$ 1,275,000	\$ -	\$ -	\$ 1,275,000	\$ 1,173.00	\$ 1,313.25	\$ 1,415.25
032 R008001	21	446	FORE ST	446 FORE STREET LLC	\$ 159,800	\$ 840,700	\$ 1,000,500	\$ -	\$ -	\$ 1,000,500	\$ 920.46	\$ 1,030.52	\$ 1,110.56
032 S001001	21	366	FORE ST	MCGEE CHARLES T &	\$ 270,800	\$ 2,050,600	\$ 2,321,400	\$ -	\$ -	\$ 2,321,400	\$ 2,135.69	\$ 2,391.04	\$ 2,576.75
032 S003001	21	7	MOULTON ST	7-9 MOULTON LLC	\$ 180,700	\$ 102,600	\$ 283,300	\$ -	\$ -	\$ 283,300	\$ 260.64	\$ 291.80	\$ 314.46
032 S004001	21	161	COMMERCIAL ST	ROB DOG REALTY LLC	\$ 202,500	\$ 1,063,400	\$ 1,265,900	\$ -	\$ -	\$ 1,265,900	\$ 1,164.63	\$ 1,303.88	\$ 1,405.15
032 S005001	22	5	MOULTON ST	MOULTON STREET REALTY LLC	\$ 201,900	\$ 1,722,300	\$ 1,924,200	\$ -	\$ -	\$ 1,924,200	\$ 1,770.26	\$ 1,981.93	\$ 2,135.86
032 T004001	21	4	MOULTON ST	ADRIENNE-JANE INCORPORATED	\$ 280,800	\$ 3,240,900	\$ 3,521,700	\$ -	\$ -	\$ 3,521,700	\$ 3,239.96	\$ 3,627.35	\$ 3,909.09
032 U003001	25	185	COMMERCIAL ST	COMPARK LLC	\$ 212,300	\$ 4,980	\$ 217,280	\$ -	\$ -	\$ 217,280	\$ 199.90	\$ 223.80	\$ 241.18
032 U004001	22	1	DANA ST	ONE DANA LLC	\$ 172,700	\$ 730,000	\$ 902,700	\$ -	\$ -	\$ 902,700	\$ 830.48	\$ 929.78	\$ 1,002.00

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
032 U005001	21	7	DANA ST	TRANMAINE	\$ 212,100	\$ 453,600	\$ 665,700	\$ -	\$ -	\$ 665,700	\$ 612.44	\$ 685.67	\$ 738.93
032 V001001	21	10	DANA ST	10 DANA STREET LLC	\$ 199,200	\$ 1,055,300	\$ 1,254,500	\$ -	\$ -	\$ 1,254,500	\$ 1,154.14	\$ 1,292.14	\$ 1,392.50
032 V002001	21	205	COMMERCIAL ST	LANDFALL LLC	\$ 207,600	\$ 488,200	\$ 695,800	\$ -	\$ -	\$ 695,800	\$ 640.14	\$ 716.67	\$ 772.34
032 V004001	22	211	COMMERCIAL ST	GRANITE FACE LLC	\$ 269,600	\$ 1,942,300	\$ 2,205,900	\$ -	\$ -	\$ 2,205,900	\$ 2,029.43	\$ 2,272.08	\$ 2,448.55
032 V005001	22	217	COMMERCIAL ST	217 COMMERCIAL STREET	\$ 296,100	\$ 2,341,400	\$ 2,637,500	\$ -	\$ -	\$ 2,637,500	\$ 2,426.50	\$ 2,716.63	\$ 2,927.63
032 V008001	24	225	COMMERCIAL ST	225 COMMERCIAL ST ASSOC INC	\$ 256,200	\$ 1,787,200	\$ 2,043,400	\$ -	\$ -	\$ 2,043,400	\$ 1,879.93	\$ 2,104.70	\$ 2,268.17
032 V012001	22	1	UNION ST	237 COMMERCIAL STREET LLC	\$ 218,200	\$ 1,498,800	\$ 1,717,000	\$ -	\$ -	\$ 1,717,000	\$ 1,579.64	\$ 1,768.51	\$ 1,905.87
032 V014001	21	50	WHARF ST	DEERING AVE ASSOCIATES INC &	\$ 349,200	\$ 453,400	\$ 802,600	\$ -	\$ -	\$ 802,600	\$ 738.39	\$ 826.68	\$ 890.89
032 V015001	24	42	WHARF ST	DEERING AVE ASSOCIATES INC &	\$ 228,200	\$ 153,000	\$ 381,200	\$ -	\$ -	\$ 381,200	\$ 350.70	\$ 392.64	\$ 423.13
032 V016001	21	34	WHARF ST	GVF PROPERTIES LLC	\$ 142,600	\$ 227,000	\$ 369,600	\$ -	\$ -	\$ 369,600	\$ 340.03	\$ 380.69	\$ 410.26
037 A001001	33	45	FOREST AVE	NORTHERN NEW ENGLAND	\$ 1,201,900	\$ 9,218,900	\$ 10,420,800	\$ -	\$ -	\$ 10,420,800	\$ 9,587.14	\$ 10,733.42	\$ 11,567.09
037 A012001	22	39	FOREST AVE	39 LLC	\$ 469,600	\$ 2,487,500	\$ 2,957,100	\$ -	\$ -	\$ 2,957,100	\$ 2,720.53	\$ 3,045.81	\$ 3,282.38
037 A022001	21	25	FOREST AVE	PORTLAND STAGE COMPANY	\$ 396,200	\$ 426,700	\$ 822,900	\$ -	\$ -	\$ 822,900	\$ 757.07	\$ 847.59	\$ 913.42
037 A023001	25	84	OAK ST	NORTHEAST REALTY INC	\$ 295,200	\$ 46,300	\$ 341,500	\$ -	\$ -	\$ 341,500	\$ 314.18	\$ 351.75	\$ 379.07
037 A033001	25	11	FOREST AVE	PACHIOS BROTHERS I LLC &	\$ 461,400	\$ 38,080	\$ 499,480	\$ -	\$ -	\$ 499,480	\$ 459.52	\$ 514.46	\$ 554.42
037 A035001	17	72	OAK ST	AVESTA OAK STREET LP	\$ 604,600	\$ 1,591,800	\$ 2,196,400	\$ -	\$ -	\$ 2,196,400	\$ 2,020.69	\$ 2,262.29	\$ 2,438.00
037 A038001	21	565	CONGRESS ST	PACHIOS BROTHERS I LLC &	\$ 490,800	\$ 1,330,500	\$ 1,821,300	\$ -	\$ -	\$ 1,821,300	\$ 1,675.60	\$ 1,875.94	\$ 2,021.64
037 A042001	27	559	CONGRESS ST	HER LLC	\$ 115,300	\$ 172,400	\$ 287,700	\$ -	\$ -	\$ 287,700	\$ 264.68	\$ 296.33	\$ 319.35
037 A043001	21	555	CONGRESS ST	CORRYMORE ZELLERTON LLC	\$ 113,500	\$ 242,100	\$ 355,600	\$ -	\$ -	\$ 355,600	\$ 327.15	\$ 366.27	\$ 394.72
037 A044001	21	553	CONGRESS ST	ROCCO HOLDINGS LLC	\$ 110,700	\$ 214,400	\$ 325,100	\$ -	\$ -	\$ 325,100	\$ 299.09	\$ 334.85	\$ 360.86
037 A045001	21	575	CONGRESS ST	571 ENTERPRISES LLC	\$ 138,700	\$ 263,500	\$ 402,200	\$ -	\$ -	\$ 402,200	\$ 370.02	\$ 414.27	\$ 446.44
037 A046001	22	7	FOREST AVE	D & D PARTNERS LLC	\$ 115,300	\$ 257,200	\$ 372,500	\$ -	\$ -	\$ 372,500	\$ 342.70	\$ 383.68	\$ 413.48
037 B001001	22	380	CUMBERLAND AVE	SWEETWATER PARTNERS LLC	\$ 947,200	\$ 859,800	\$ 1,807,000	\$ -	\$ -	\$ 1,807,000	\$ 1,662.44	\$ 1,861.21	\$ 2,005.77
037 B013001	25	95	OAK ST	NORTHERN NEW ENGLAND	\$ 200,500	\$ 9,380	\$ 209,880	\$ -	\$ -	\$ 209,880	\$ 193.09	\$ 216.18	\$ 232.97
037 B014001	55	15	SHEPLEY ST	MAINE COLLEGE OF ART	\$ 75,900	\$ 1,031,900	\$ 1,107,800	\$ -	\$ 1,107,800	\$ -	\$ -	\$ -	\$ -
037 B015001	17	11	SHEPLEY ST	11 SHEPLEY STREET	\$ 70,000	\$ 1,599,800	\$ 1,669,800	\$ -	\$ -	\$ 1,669,800	\$ 1,536.22	\$ 1,719.89	\$ 1,853.48
037 C001001	25	0	SHEPLEY ST	OCEAN GATE LLC	\$ 300,200	\$ 22,500	\$ 322,700	\$ -	\$ -	\$ 322,700	\$ 296.88	\$ 332.38	\$ 358.20
037 C004001	25	0	SHEPLEY ST	OCEAN GATE LLC	\$ 191,500	\$ 13,130	\$ 204,630	\$ -	\$ -	\$ 204,630	\$ 188.26	\$ 210.77	\$ 227.14
037 C006001	17	18	CASCO ST	SHEPLEY LLC	\$ 69,100	\$ 2,560,500	\$ 2,629,600	\$ -	\$ -	\$ 2,629,600	\$ 2,419.23	\$ 2,708.49	\$ 2,918.86
037 C008001	25	83	OAK ST	HEGA REALTY LLC	\$ 252,700	\$ 86,240	\$ 338,940	\$ -	\$ -	\$ 338,940	\$ 311.82	\$ 349.11	\$ 376.22
037 C010001	22	16	CASCO ST	SOMALUZO LLC	\$ 253,300	\$ 487,400	\$ 740,700	\$ -	\$ -	\$ 740,700	\$ 681.44	\$ 762.92	\$ 822.18
037 C014100	20	531	CONGRESS ST	HEGA REALTY LLC	\$ 273,500	\$ 1,115,300	\$ 1,388,800	\$ -	\$ -	\$ 1,388,800	\$ 1,277.70	\$ 1,430.46	\$ 1,541.57
037 C014200	20	531	CONGRESS ST	HEGA REALTY LLC	\$ 411,800	\$ 1,656,300	\$ 2,068,100	\$ -	\$ -	\$ 2,068,100	\$ 1,902.65	\$ 2,130.14	\$ 2,295.59
037 C014300	20	531	CONGRESS ST	HEGA REALTY LLC	\$ 276,500	\$ 1,362,600	\$ 1,639,100	\$ -	\$ -	\$ 1,639,100	\$ 1,507.97	\$ 1,688.27	\$ 1,819.40
037 C014400	20	531	CONGRESS ST	HEGA REALTY LLC	\$ 313,400	\$ 1,440,300	\$ 1,753,700	\$ -	\$ -	\$ 1,753,700	\$ 1,613.40	\$ 1,806.31	\$ 1,946.61
037 C014501	10	531	CONGRESS ST	WILLIAMS DEBORAH J &	\$ 86,700	\$ 346,600	\$ 433,300	\$ -	\$ -	\$ 433,300	\$ 398.64	\$ 446.30	\$ 480.96
037 C014502	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 67,300	\$ 269,200	\$ 336,500	\$ -	\$ -	\$ 336,500	\$ 309.58	\$ 346.60	\$ 373.52
037 C014503	10	531	CONGRESS ST	SHOREY LINDA J &	\$ 98,300	\$ 393,100	\$ 491,400	\$ -	\$ -	\$ 491,400	\$ 452.09	\$ 506.14	\$ 545.45
037 C014504	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 161,300	\$ 645,300	\$ 806,600	\$ -	\$ -	\$ 806,600	\$ 742.07	\$ 830.80	\$ 895.33

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PARCEL ID	EU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
037 C014505	10	531	CONGRESS ST	WALBRIDGE HOYT &	\$ 120,300	\$ 481,200	\$ 601,500	\$ -	\$ -	\$ 601,500	\$ 553.38	\$ 619.55	\$ 667.67
037 C014506	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 79,400	\$ 317,400	\$ 396,800	\$ -	\$ -	\$ 396,800	\$ 365.06	\$ 408.70	\$ 440.45
037 C014507	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 79,500	\$ 318,100	\$ 397,600	\$ -	\$ -	\$ 397,600	\$ 365.79	\$ 409.53	\$ 441.34
037 C014508	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 107,900	\$ 431,600	\$ 539,500	\$ -	\$ -	\$ 539,500	\$ 496.34	\$ 555.69	\$ 598.85
037 C014509	10	531	CONGRESS ST	HEGA REALTY LLC	\$ 62,200	\$ 248,700	\$ 310,900	\$ -	\$ -	\$ 310,900	\$ 286.03	\$ 320.23	\$ 345.10
037 C014510	10	531	CONGRESS ST	SEASIDE PARTNERS LLC	\$ 87,900	\$ 351,700	\$ 439,600	\$ -	\$ -	\$ 439,600	\$ 404.43	\$ 452.79	\$ 487.96
037 C016001	21	551	CONGRESS ST	551 CONGRESS STREET LLC	\$ 197,200	\$ 660,400	\$ 857,600	\$ -	\$ -	\$ 857,600	\$ 788.99	\$ 883.33	\$ 951.94
037 C017006	10	547	CONGRESS ST	BLISSFUL BOUND LLC	\$ 92,800	\$ 545,200	\$ 638,000	\$ -	\$ -	\$ 638,000	\$ 586.96	\$ 657.14	\$ 708.18
037 C01701A	20	547	CONGRESS ST	R & J 545 PARTNERS LLC	\$ 28,500	\$ 114,300	\$ 142,800	\$ -	\$ -	\$ 142,800	\$ 131.38	\$ 147.08	\$ 158.51
037 C01701B	20	547	CONGRESS ST	R & J 545 PARTNERS LLC	\$ 30,000	\$ 120,900	\$ 150,900	\$ -	\$ -	\$ 150,900	\$ 138.83	\$ 155.43	\$ 167.50
037 C01701C	20	547	CONGRESS ST	R & J 545 PARTNERS LLC	\$ 32,000	\$ 129,700	\$ 161,700	\$ -	\$ -	\$ 161,700	\$ 148.76	\$ 166.55	\$ 179.49
037 C01702A	10	547	CONGRESS ST	MARTIN ROGER	\$ 26,400	\$ 105,700	\$ 132,100	\$ -	\$ -	\$ 132,100	\$ 121.53	\$ 136.06	\$ 146.63
037 C01702B	10	547	CONGRESS ST	SCULLY JOHN M	\$ 24,800	\$ 99,100	\$ 123,900	\$ -	\$ -	\$ 123,900	\$ 113.99	\$ 127.62	\$ 137.53
037 C01702C	10	547	CONGRESS ST	SARASON JULIE	\$ 31,100	\$ 124,400	\$ 155,500	\$ -	\$ -	\$ 155,500	\$ 143.06	\$ 160.17	\$ 172.61
037 C01702D	10	547	CONGRESS ST	WHEELER-BERTA FRANCES H TRUSTEE	\$ 40,900	\$ 163,800	\$ 204,700	\$ -	\$ -	\$ 204,700	\$ 188.32	\$ 210.84	\$ 227.22
037 C01702E	10	547	CONGRESS ST	MONTMINY SHANE A	\$ 28,700	\$ 114,800	\$ 143,500	\$ 17,800	\$ -	\$ 125,700	\$ 115.64	\$ 129.47	\$ 139.53
037 C01703A	10	547	CONGRESS ST	YANG DAVID I	\$ 40,300	\$ 161,400	\$ 201,700	\$ -	\$ -	\$ 201,700	\$ 185.56	\$ 207.75	\$ 223.89
037 C01703B	10	547	CONGRESS ST	FOREMAN BROCK &	\$ 34,100	\$ 160,300	\$ 194,400	\$ -	\$ -	\$ 194,400	\$ 178.85	\$ 200.23	\$ 215.78
037 C01703C	10	547	CONGRESS ST	PACKARD JEFFREY G &	\$ 53,400	\$ 213,400	\$ 266,800	\$ 17,800	\$ -	\$ 249,000	\$ 229.08	\$ 256.47	\$ 276.39
037 C01704A	10	547	CONGRESS ST	FITZPATRICK SUSAN E	\$ 41,600	\$ 166,300	\$ 207,900	\$ 17,800	\$ -	\$ 190,100	\$ 174.89	\$ 195.80	\$ 211.01
037 C01704B	10	547	CONGRESS ST	GRAND ROBERT C TRUSTEE	\$ 32,100	\$ 128,100	\$ 160,200	\$ -	\$ -	\$ 160,200	\$ 147.38	\$ 165.01	\$ 177.82
037 C01704C	10	547	CONGRESS ST	TYSON BRUCE &	\$ 54,200	\$ 216,600	\$ 270,800	\$ -	\$ -	\$ 270,800	\$ 249.14	\$ 278.92	\$ 300.59
037 C01705A	10	547	CONGRESS ST	HENRY MICHAEL T &	\$ 92,500	\$ 499,900	\$ 592,400	\$ -	\$ -	\$ 592,400	\$ 545.01	\$ 610.17	\$ 657.56
037 C01705B	10	547	CONGRESS ST	BLISSFUL BOUND LLC	\$ 41,400	\$ 212,700	\$ 254,100	\$ -	\$ -	\$ 254,100	\$ 233.77	\$ 261.72	\$ 282.05
037 D001001	21	45	CASCO ST	FORTY FIVE CASCO STREET LLC	\$ 213,500	\$ 516,600	\$ 730,100	\$ -	\$ -	\$ 730,100	\$ 671.69	\$ 752.00	\$ 810.41
037 D002001	22	511	CONGRESS ST	OCEAN GATE LLC	\$ 1,557,500	\$ 7,954,000	\$ 9,511,500	\$ -	\$ -	\$ 9,511,500	\$ 8,750.58	\$ 9,796.85	\$ 10,557.77
037 D003001	27	360	CUMBERLAND AVE	CLIFF'S EDGE LLC	\$ 90,000	\$ 375,800	\$ 465,800	\$ -	\$ -	\$ 465,800	\$ 428.54	\$ 479.77	\$ 517.04
037 D004001	25	48	BROWN ST	OCEAN GATE LLC	\$ 737,800	\$ 136,290	\$ 874,090	\$ -	\$ -	\$ 874,090	\$ 804.16	\$ 900.31	\$ 970.24
037 D007001	17	37	CASCO ST	AMBASSADOR LLC	\$ 71,900	\$ 3,131,300	\$ 3,203,200	\$ -	\$ -	\$ 3,203,200	\$ 2,946.94	\$ 3,299.30	\$ 3,555.55
037 D028001	22	15	CASCO ST	15 CASCO STREET LLC	\$ 211,100	\$ 761,900	\$ 973,000	\$ -	\$ -	\$ 973,000	\$ 895.16	\$ 1,002.19	\$ 1,080.03
037 D024001	21	519	CONGRESS ST	MAINE CHARITABLE MECHANIC	\$ 226,100	\$ 232,900	\$ 459,000	\$ -	\$ -	\$ 459,000	\$ 422.28	\$ 472.77	\$ 509.49
037 E001001	58	595	CONGRESS ST	CITY OF PORTLAND	\$ 402,200	\$ 567,600	\$ 969,800	\$ -	\$ 969,800	\$ -	\$ -	\$ -	\$ -
037 E002001	20	585	CONGRESS ST	HAMMOND HEIRS LLC	\$ 12,200	\$ 48,700	\$ 60,900	\$ -	\$ -	\$ 60,900	\$ 56.03	\$ 62.73	\$ 67.60
037 E002002	20	585	CONGRESS ST	HAMMOND HEIRS LLC	\$ 26,400	\$ 105,700	\$ 132,100	\$ -	\$ -	\$ 132,100	\$ 121.53	\$ 136.06	\$ 146.63
037 E002003	20	585	CONGRESS ST	PAUL'S BOUTIQUE LLC	\$ 117,900	\$ 471,400	\$ 589,300	\$ -	\$ -	\$ 589,300	\$ 542.16	\$ 606.98	\$ 654.12
037 E002004	10	585	CONGRESS ST	HAMMOND HEIRS LLC	\$ 153,600	\$ 614,500	\$ 768,100	\$ -	\$ -	\$ 768,100	\$ 706.65	\$ 791.14	\$ 852.59
037 E003001	27	10	CONGRESS SQ	PLAZA ASSOCIATES AT CONGRESS	\$ 1,079,700	\$ 8,950,200	\$ 10,029,900	\$ -	\$ -	\$ 10,029,900	\$ 9,227.51	\$ 10,330.80	\$ 11,133.19
037 E004001	25	28	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	\$ 181,300	\$ 16,450	\$ 197,750	\$ -	\$ -	\$ 197,750	\$ 181.93	\$ 203.68	\$ 219.50
037 E005001	40	32	FOREST AVE	RB PORTLAND LLC	\$ 162,900	\$ -	\$ 162,900	\$ -	\$ -	\$ 162,900	\$ 149.87	\$ 167.79	\$ 180.82

PDD List Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
037 E005002	25	32	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	\$ 162,900	\$ 12,660	\$ 175,560	\$ -	\$ -	\$ 175,560	\$ 161.52	\$ 180.83	\$ 194.87
037 E006009	20	173	HIGH ST	181 HIGH STREET LLC	\$ 550,000	\$ 7,759,400	\$ 8,309,400	\$ -	\$ -	\$ 8,309,400	\$ 7,644.65	\$ 8,558.68	\$ 9,223.43
037 E007001	23	157	HIGH ST	RB PORTLAND LLC	\$ 1,162,600	\$ 29,444,800	\$ 30,607,400	\$ -	\$ -	\$ 30,607,400	\$ 28,158.81	\$ 31,525.62	\$ 33,974.21
037 F002001	25	45	BROWN ST	477-481 CONGRESS STREET	\$ 1,192,300	\$ 718,200	\$ 1,910,500	\$ -	\$ -	\$ 1,910,500	\$ 1,757.66	\$ 1,967.82	\$ 2,120.66
037 F005001	27	28	PREBLE ST	EARL APARTMENTS LLC	\$ 255,100	\$ 2,187,300	\$ 2,442,400	\$ -	\$ -	\$ 2,442,400	\$ 2,247.01	\$ 2,515.67	\$ 2,711.06
037 F007001	22	24	PREBLE ST	24 PREBLE STREET PROPERTIES LLC	\$ 119,000	\$ 1,206,500	\$ 1,325,500	\$ -	\$ -	\$ 1,325,500	\$ 1,219.46	\$ 1,365.27	\$ 1,471.31
037 F009001	32	338	CUMBERLAND AVE	SWEETWATER PARTNERS LLC	\$ 300,300	\$ 1,511,400	\$ 1,811,700	\$ -	\$ -	\$ 1,811,700	\$ 1,666.76	\$ 1,866.05	\$ 2,010.99
037 F012001	25	41	BROWN ST	MHS INC	\$ 158,000	\$ 13,290	\$ 171,290	\$ -	\$ -	\$ 171,290	\$ 157.59	\$ 176.43	\$ 190.13
037 F014001	54	483	CONGRESS ST	MAINE HISTORICAL SOCIETY	\$ 630,800	\$ 2,857,100	\$ 3,487,900	\$ -	\$ 3,487,900	\$ -	\$ -	\$ -	\$ -
037 F017001	21	489	CONGRESS ST	MHS INC	\$ 513,700	\$ 713,100	\$ 1,226,800	\$ -	\$ -	\$ 1,226,800	\$ 1,128.66	\$ 1,263.60	\$ 1,361.75
037 F018002	22	481	CONGRESS ST	477-481 CONGRESS STREET	\$ 168,300	\$ 668,100	\$ 836,400	\$ -	\$ -	\$ 836,400	\$ 769.49	\$ 861.49	\$ 928.40
037 F020001	54	38	PREBLE ST	PREBLE STREET	\$ 146,700	\$ 1,349,800	\$ 1,496,500	\$ -	\$ 1,496,500	\$ -	\$ -	\$ -	\$ -
037 F022001	22	477	CONGRESS ST	477-481 CONGRESS STREET	\$ 351,000	\$ 4,173,500	\$ 4,524,500	\$ -	\$ -	\$ 4,524,500	\$ 4,162.54	\$ 4,660.24	\$ 5,022.20
037 F023001	22	22	PREBLE ST	477-481 CONGRESS STREET	\$ 520,100	\$ 725,400	\$ 1,245,500	\$ -	\$ -	\$ 1,245,500	\$ 1,145.86	\$ 1,282.87	\$ 1,382.51
037 G001001	21	594	CONGRESS ST	FITZGIBBONS VIRGINIA S &	\$ 179,600	\$ 623,000	\$ 802,600	\$ -	\$ -	\$ 802,600	\$ 738.39	\$ 826.68	\$ 890.89
037 G004001	21	582	CONGRESS ST	CORNER FREAK LLC	\$ 96,700	\$ 201,800	\$ 298,500	\$ -	\$ -	\$ 298,500	\$ 274.62	\$ 307.46	\$ 331.34
037 G005001	21	580	CONGRESS ST	BBB INC	\$ 127,000	\$ 526,900	\$ 653,900	\$ -	\$ -	\$ 653,900	\$ 601.59	\$ 673.52	\$ 725.83
037 G006001	27	578	CONGRESS ST	578 CONGRESS LLC	\$ 90,700	\$ 128,700	\$ 219,400	\$ -	\$ -	\$ 219,400	\$ 201.85	\$ 225.98	\$ 243.53
037 G007001	27	576	CONGRESS ST	574 ASSOCIATES LLC	\$ 135,400	\$ 50,400	\$ 185,800	\$ -	\$ -	\$ 185,800	\$ 170.94	\$ 191.37	\$ 206.24
037 G008001	27	574	CONGRESS ST	574 ASSOCIATES LLC	\$ 94,700	\$ 97,100	\$ 191,800	\$ -	\$ -	\$ 191,800	\$ 176.46	\$ 197.55	\$ 212.90
037 G009001	22	570	CONGRESS ST	PRIDE RALPH H TRUSTEE	\$ 207,200	\$ 335,500	\$ 542,700	\$ -	\$ -	\$ 542,700	\$ 499.28	\$ 558.98	\$ 602.40
037 G010001	27	133	FREE ST	HUBBARD'S APTS INC	\$ 209,400	\$ 323,300	\$ 532,700	\$ -	\$ -	\$ 532,700	\$ 490.08	\$ 548.68	\$ 591.30
037 G012001	21	584	CONGRESS ST	CORNER FREAK LLC	\$ 90,500	\$ 46,500	\$ 137,000	\$ -	\$ -	\$ 137,000	\$ 126.04	\$ 141.11	\$ 152.07
037 G014001	22	562	CONGRESS ST	TERBAX REALTY INC	\$ 719,700	\$ 4,376,100	\$ 5,095,800	\$ -	\$ -	\$ 5,095,800	\$ 4,688.14	\$ 5,248.67	\$ 5,656.34
037 H001001	27	550	CONGRESS ST	NEVERMORE LLC	\$ 140,000	\$ 340,400	\$ 480,400	\$ -	\$ -	\$ 480,400	\$ 441.97	\$ 494.81	\$ 533.24
037 H002001	55	540	CONGRESS ST	MAINE COLLEGE OF ART	\$ 70,000	\$ 623,600	\$ 693,600	\$ -	\$ 693,600	\$ -	\$ -	\$ -	\$ -
037 H002002	20	540	CONGRESS ST	540 CONGRESS STREET LLC	\$ 190,000	\$ 1,962,700	\$ 2,152,700	\$ -	\$ -	\$ 2,152,700	\$ 1,980.48	\$ 2,217.28	\$ 2,389.50
037 H002003	10	540	CONGRESS ST	540 CONGRESS STREET LLC	\$ 29,000	\$ 113,900	\$ 142,900	\$ -	\$ -	\$ 142,900	\$ 131.47	\$ 147.19	\$ 158.62
037 H002004	10	540	CONGRESS ST	540 CONGRESS STREET LLC	\$ 29,000	\$ 116,400	\$ 145,400	\$ -	\$ -	\$ 145,400	\$ 133.77	\$ 149.76	\$ 161.39
037 H002005	10	540	CONGRESS ST	540 CONGRESS STREET LLC	\$ 29,000	\$ 113,900	\$ 142,900	\$ -	\$ -	\$ 142,900	\$ 131.47	\$ 147.19	\$ 158.62
037 H002006	10	540	CONGRESS ST	540 CONGRESS STREET LLC	\$ 32,000	\$ 128,700	\$ 160,700	\$ -	\$ -	\$ 160,700	\$ 147.84	\$ 165.52	\$ 178.38
037 H005001	54	536	CONGRESS ST	SPACE GALLERY	\$ 100,600	\$ 402,600	\$ 503,200	\$ -	\$ 503,200	\$ -	\$ -	\$ -	\$ -
037 H005008	20	536	CONGRESS ST	SPACE GALLERY	\$ 84,500	\$ 338,100	\$ 422,600	\$ -	\$ -	\$ 422,600	\$ 388.79	\$ 435.28	\$ 469.09
037 H006001	55	522	CONGRESS ST	MAINE COLLEGE OF ART	\$ 935,800	\$ 9,814,900	\$ 10,750,700	\$ -	\$ 10,750,700	\$ -	\$ -	\$ -	\$ -
037 H009001	21	516	CONGRESS ST	PACHIOS BROTHERS II LLC	\$ 484,200	\$ 350,000	\$ 834,200	\$ -	\$ -	\$ 834,200	\$ 767.46	\$ 859.23	\$ 925.96
037 H010001	21	510	CONGRESS ST	CENTER CITY PLAZA ASSOC	\$ 850,500	\$ 2,912,100	\$ 3,762,600	\$ -	\$ -	\$ 3,762,600	\$ 3,461.59	\$ 3,875.48	\$ 4,176.49
037 H011001	20	500	CONGRESS ST	MATERIAL OBJECTS	\$ 18,000	\$ 159,800	\$ 177,800	\$ -	\$ -	\$ 177,800	\$ 163.58	\$ 183.13	\$ 197.36
037 H011002	20	500	CONGRESS ST	BARBA NANCY L &	\$ 15,600	\$ 173,000	\$ 188,600	\$ -	\$ -	\$ 188,600	\$ 173.51	\$ 194.26	\$ 209.35
037 H013001	21	504	CONGRESS ST	KAPLAN 504 LLC	\$ 586,700	\$ 589,500	\$ 1,176,200	\$ -	\$ -	\$ 1,176,200	\$ 1,082.10	\$ 1,211.49	\$ 1,305.58

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
037 HO14001	20	51	OAK ST	MAINE COLLEGE OF ART	\$ 16,170	\$ 139,260	\$ 155,430	\$ -	\$ -	\$ 155,430	\$ 143.00	\$ 160.09	\$ 172.53
037 HO14002	55	51	OAK ST	MAINE COLLEGE OF ART	\$ 8,540	\$ 105,180	\$ 113,720	\$ -	\$ 113,720	\$ -	\$ -	\$ -	\$ -
037 HO14003	20	51	OAK ST	MAINE COLLEGE OF ART	\$ 19,430	\$ 139,700	\$ 159,130	\$ -	\$ -	\$ 159,130	\$ 146.40	\$ 163.90	\$ 176.63
037 HO14004	55	51	OAK ST	MAINE COLLEGE OF ART	\$ 461,080	\$ 1,844,320	\$ 2,305,400	\$ -	\$ 2,305,400	\$ -	\$ -	\$ -	\$ -
037 HO14005	20	51	OAK ST	MAINE COLLEGE OF ART	\$ 19,430	\$ 97,130	\$ 116,560	\$ -	\$ -	\$ 116,560	\$ 107.24	\$ 120.06	\$ 129.38
037 HO25001	21	57	OAK ST	NEKOIE BAHMAN &	\$ 50,300	\$ 27,000	\$ 77,300	\$ -	\$ -	\$ 77,300	\$ 71.12	\$ 79.62	\$ 85.80
037 IO01001	21	498	CONGRESS ST	BEAVER BLOCK LLC	\$ 193,900	\$ 454,600	\$ 648,500	\$ -	\$ -	\$ 648,500	\$ 596.62	\$ 667.96	\$ 719.84
037 IO02101	20	490	CONGRESS ST	GRACE LLC	\$ 46,500	\$ 186,100	\$ 232,600	\$ -	\$ -	\$ 232,600	\$ 213.99	\$ 239.58	\$ 258.19
037 IO02102	20	492	CONGRESS ST	ZILKHA MICHAEL S	\$ 52,100	\$ 208,500	\$ 260,600	\$ -	\$ -	\$ 260,600	\$ 239.75	\$ 268.42	\$ 289.27
037 IO02103	20	15	BROWN ST	THE DOROTHEA &	\$ 26,400	\$ 105,500	\$ 131,900	\$ -	\$ -	\$ 131,900	\$ 121.35	\$ 135.86	\$ 146.41
037 IO02104	10	15	BROWN ST	O'SULLIVAN MICHAEL &	\$ 48,500	\$ 193,900	\$ 242,400	\$ -	\$ -	\$ 242,400	\$ 223.01	\$ 249.67	\$ 269.06
037 IO02105	10	15	BROWN ST	ADLER JANICE B	\$ 47,000	\$ 188,200	\$ 235,200	\$ 17,800	\$ -	\$ 217,400	\$ 200.01	\$ 223.92	\$ 241.31
037 IO02201	10	15	BROWN ST	HUNTER BEVERLY C &	\$ 40,400	\$ 161,400	\$ 201,800	\$ -	\$ -	\$ 201,800	\$ 185.66	\$ 207.85	\$ 224.00
037 IO02202	10	15	BROWN ST	SAUCEDO CHRISTIAN MANUEL	\$ 39,800	\$ 159,300	\$ 199,100	\$ -	\$ -	\$ 199,100	\$ 183.17	\$ 205.07	\$ 221.00
037 IO02203	10	15	BROWN ST	HAVEY BENJAMIN M	\$ 53,400	\$ 213,600	\$ 267,000	\$ -	\$ -	\$ 267,000	\$ 245.64	\$ 275.01	\$ 296.37
037 IO02204	10	15	BROWN ST	SINGER ROBERT B TRUSTEE	\$ 37,000	\$ 148,100	\$ 185,100	\$ -	\$ -	\$ 185,100	\$ 170.29	\$ 190.65	\$ 205.46
037 IO02205	10	15	BROWN ST	207 INVESTS I LLC	\$ 45,900	\$ 183,400	\$ 229,300	\$ -	\$ -	\$ 229,300	\$ 210.96	\$ 236.18	\$ 254.52
037 IO02206	10	15	BROWN ST	MCILVAIN JOHN &	\$ 30,700	\$ 122,900	\$ 153,600	\$ -	\$ -	\$ 153,600	\$ 141.31	\$ 158.21	\$ 170.50
037 IO02207	10	15	BROWN ST	SOULE GEORGE &	\$ 32,100	\$ 128,300	\$ 160,400	\$ -	\$ -	\$ 160,400	\$ 147.57	\$ 165.21	\$ 178.04
037 IO02208	10	15	BROWN ST	DOCTOROFF MARK G	\$ 62,400	\$ 249,400	\$ 311,800	\$ -	\$ -	\$ 311,800	\$ 286.86	\$ 321.15	\$ 346.10
037 IO02301	10	15	BROWN ST	BARBERA SUSAN	\$ 38,000	\$ 151,800	\$ 189,800	\$ -	\$ -	\$ 189,800	\$ 174.62	\$ 195.49	\$ 210.68
037 IO02302	10	15	BROWN ST	ANDREOLI HELEN L	\$ 41,900	\$ 167,400	\$ 209,300	\$ -	\$ -	\$ 209,300	\$ 192.56	\$ 215.58	\$ 232.32
037 IO02303	10	15	BROWN ST	BAUMAN PATRICIA J TRUSTEE	\$ 54,100	\$ 216,200	\$ 270,300	\$ -	\$ -	\$ 270,300	\$ 248.68	\$ 278.41	\$ 300.03
037 IO02304	10	15	BROWN ST	MOORE BRIAN D	\$ 44,800	\$ 179,300	\$ 224,100	\$ -	\$ -	\$ 224,100	\$ 206.17	\$ 230.82	\$ 248.75
037 IO02305	10	15	BROWN ST	COFFIN KATHLEEN M	\$ 41,200	\$ 164,700	\$ 205,900	\$ -	\$ -	\$ 205,900	\$ 189.43	\$ 212.08	\$ 228.55
037 IO02306	10	15	BROWN ST	HUNT RYAN ETAL	\$ 49,300	\$ 197,100	\$ 246,400	\$ -	\$ -	\$ 246,400	\$ 226.69	\$ 253.79	\$ 273.50
037 IO02307	10	15	BROWN ST	DOCTOROFF MARK G	\$ 56,600	\$ 226,500	\$ 283,100	\$ -	\$ -	\$ 283,100	\$ 260.45	\$ 291.59	\$ 314.24
037 IO02401	10	15	BROWN ST	KIM PAUL ETAL ITS	\$ 70,400	\$ 281,500	\$ 351,900	\$ -	\$ -	\$ 351,900	\$ 323.75	\$ 362.46	\$ 390.61
037 IO02402	10	15	BROWN ST	TIEMAN JAMES S	\$ 69,600	\$ 278,300	\$ 347,900	\$ -	\$ -	\$ 347,900	\$ 320.07	\$ 358.34	\$ 386.17
037 IO02403	10	15	BROWN ST	LANGDON DARBY TRUSTEE	\$ 83,000	\$ 332,100	\$ 415,100	\$ -	\$ -	\$ 415,100	\$ 381.89	\$ 427.55	\$ 460.76
037 IO02404	10	15	BROWN ST	HADIARIS JENNIFER J	\$ 70,300	\$ 281,200	\$ 351,500	\$ -	\$ -	\$ 351,500	\$ 323.38	\$ 362.05	\$ 390.17
037 IO02405	10	15	BROWN ST	BARKER KATHARINE M &	\$ 76,900	\$ 307,600	\$ 384,500	\$ -	\$ -	\$ 384,500	\$ 353.74	\$ 396.04	\$ 426.80
037 IO02406	10	15	BROWN ST	SANTORO DAVID M	\$ 90,900	\$ 363,400	\$ 454,300	\$ 17,800	\$ -	\$ 436,500	\$ 401.58	\$ 449.60	\$ 484.52
037 IO03001	21	482	CONGRESS ST	CENTER CONGRESS LLC	\$ 442,900	\$ 2,682,700	\$ 3,125,600	\$ -	\$ -	\$ 3,125,600	\$ 2,875.55	\$ 3,219.37	\$ 3,469.42
037 IO04001	22	480	CONGRESS ST	ASHBY TEAM LLC	\$ 209,500	\$ 774,200	\$ 983,700	\$ -	\$ -	\$ 983,700	\$ 905.00	\$ 1,013.21	\$ 1,091.91
037 IO05001	27	486	CONGRESS ST	BARTHE DONNA	\$ 102,400	\$ 213,600	\$ 316,000	\$ -	\$ -	\$ 316,000	\$ 290.72	\$ 325.48	\$ 350.76
037 IO0701A	20	11	BROWN ST	PHELPS CRAIG REAL	\$ 88,300	\$ 353,000	\$ 441,300	\$ -	\$ -	\$ 441,300	\$ 406.00	\$ 454.54	\$ 489.84
037 IO0702A	10	11	BROWN ST	HARRISON SYDNEY	\$ 52,500	\$ 209,800	\$ 262,300	\$ -	\$ -	\$ 262,300	\$ 241.32	\$ 270.17	\$ 291.15
037 IO0702B	10	11	BROWN ST	MOOIMAN ALAN &	\$ 60,700	\$ 242,800	\$ 303,500	\$ -	\$ -	\$ 303,500	\$ 279.22	\$ 312.61	\$ 336.89

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR.LAND	APR.BLDG	APR.TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.09 RATE	ASSESSMENT AT 1.11 RATE
037 00703A	10	11	BROWN ST	ZELENER YAN &	\$ 92,600	\$ 370,500	\$ 463,100	\$ 17,800	\$ -	\$ 445,300	\$ 409.68	\$ 458.66	\$ 494.28
037 00704A	10	11	BROWN ST	BUECHE ARTHUR J &	\$ 110,800	\$ 443,300	\$ 554,100	\$ -	\$ -	\$ 554,100	\$ 509.77	\$ 570.72	\$ 615.05
037 009001	25	59	FREE ST	JBG & H ASSOCIATES	\$ 430,600	\$ 17,660	\$ 448,260	\$ -	\$ -	\$ 448,260	\$ 412.40	\$ 461.71	\$ 497.57
037 0012001	25	104	CENTER ST	CENTER CONGRESS LLC	\$ 350,800	\$ 21,560	\$ 372,360	\$ -	\$ -	\$ 372,360	\$ 342.57	\$ 383.53	\$ 413.32
038 A001001	20	10	FREE ST	JBG&H ASSOCIATES	\$ 214,800	\$ 2,719,000	\$ 2,933,800	\$ -	\$ -	\$ 2,933,800	\$ 2,699.10	\$ 3,021.81	\$ 3,256.52
038 A001002	20	10	FREE ST	JB BROWN & SONS	\$ 80,000	\$ 753,100	\$ 833,100	\$ -	\$ -	\$ 833,100	\$ 766.45	\$ 858.09	\$ 924.74
038 A005001	22	22	FREE ST	JB BROWN & SONS	\$ 1,261,700	\$ 1,352,900	\$ 2,614,600	\$ -	\$ -	\$ 2,614,600	\$ 2,405.43	\$ 2,693.04	\$ 2,902.21
038 A014001	25	28	FREE ST	JB BROWN & SONS	\$ 1,074,500	\$ 74,100	\$ 1,148,600	\$ -	\$ -	\$ 1,148,600	\$ 1,056.71	\$ 1,183.06	\$ 1,274.95
038 B001001	20	1	PORTLAND SQ	NORTH RIVER IV LLC	\$ 1,000,000	\$ 14,876,300	\$ 15,876,300	\$ -	\$ -	\$ 15,876,300	\$ 14,606.20	\$ 16,352.59	\$ 17,622.69
038 B001007	20	1	PORTLAND SQ	PS ONE REALTY LLC	\$ 840,000	\$ 12,469,300	\$ 13,309,300	\$ -	\$ -	\$ 13,309,300	\$ 12,244.56	\$ 13,708.58	\$ 14,773.32
038 B002001	22	2	PORTLAND SQ	NORTH RIVER IV LLC	\$ 1,450,700	\$ 25,227,200	\$ 26,677,900	\$ -	\$ -	\$ 26,677,900	\$ 24,543.67	\$ 27,478.24	\$ 29,612.47
038 B003001	25	481	FORE ST	NORTH RIVER IV LLC	\$ 3,509,900	\$ 125,000	\$ 3,634,900	\$ -	\$ -	\$ 3,634,900	\$ 3,344.11	\$ 3,743.95	\$ 4,034.74
038 C008001	40	28	COTTON ST	JB BROWN & SONS	\$ 162,900	\$ -	\$ 162,900	\$ -	\$ -	\$ 162,900	\$ 149.87	\$ 167.79	\$ 180.82
038 C009001	25	24	COTTON ST	CASCO VIEW HOLDINGS III LLC	\$ 729,500	\$ -	\$ 729,500	\$ -	\$ -	\$ 729,500	\$ 671.14	\$ 751.39	\$ 809.75
038 C012001	27	8	COTTON ST	CASCO VIEW HOLDINGS III LLC	\$ 808,200	\$ 1,054,300	\$ 1,862,500	\$ -	\$ -	\$ 1,862,500	\$ 1,713.50	\$ 1,918.38	\$ 2,067.38
038 C030001	21	59	CENTER ST	B & B REAL ESTATE LLC	\$ 135,400	\$ 198,200	\$ 333,600	\$ -	\$ -	\$ 333,600	\$ 306.91	\$ 343.61	\$ 370.30
038 D015001	56	82	FREE ST	CUMBERLAND COUNTY MAINE	\$ 2,435,100	\$ 25,358,600	\$ 27,793,700	\$ -	\$ 27,793,700	\$ -	\$ -	\$ -	\$ -
038 E009105	20	70	CENTER ST	MITCHELL JOHN D	\$ 20,000	\$ 176,000	\$ 196,000	\$ -	\$ -	\$ 196,000	\$ 180.32	\$ 201.88	\$ 217.56
038 E009106	20	70	CENTER ST	APPLE REAL ESTATE	\$ 18,000	\$ 161,300	\$ 179,300	\$ -	\$ -	\$ 179,300	\$ 164.96	\$ 184.68	\$ 199.02
038 E009204	20	70	CENTER ST	F & H REALTY PARTNERSHIP	\$ 20,000	\$ 174,600	\$ 194,600	\$ -	\$ -	\$ 194,600	\$ 179.03	\$ 200.44	\$ 216.01
038 E009205	20	70	CENTER ST	F & H REALTY PARTNERSHIP	\$ 20,000	\$ 182,300	\$ 202,300	\$ -	\$ -	\$ 202,300	\$ 186.12	\$ 208.37	\$ 224.55
038 E009304	20	70	CENTER ST	EAST COAST CONSTRUCTION AND	\$ 20,000	\$ 183,900	\$ 203,900	\$ -	\$ -	\$ 203,900	\$ 187.59	\$ 210.02	\$ 226.33
038 E009305	20	70	CENTER ST	MCKERSIE FAMILY LLC	\$ 20,000	\$ 182,900	\$ 202,900	\$ -	\$ -	\$ 202,900	\$ 186.67	\$ 208.99	\$ 225.22
038 E009401	20	70	CENTER ST	ALDER RUN DEVELOPMENT	\$ 35,000	\$ 317,300	\$ 352,300	\$ -	\$ -	\$ 352,300	\$ 324.12	\$ 362.87	\$ 391.05
038 E009607	20	70	CENTER ST	70 CENTER STREET BASEMENT LLC	\$ 19,000	\$ 165,900	\$ 184,900	\$ -	\$ -	\$ 184,900	\$ 170.11	\$ 190.45	\$ 205.24
038 E009608	20	70	CENTER ST	MAINE BUSINESS SERVICES INC	\$ 18,000	\$ 163,700	\$ 181,700	\$ -	\$ -	\$ 181,700	\$ 167.16	\$ 187.15	\$ 201.69
038 E012001	21	52	CENTER ST	PICTURE ISLAND INC	\$ 155,300	\$ 257,700	\$ 413,000	\$ -	\$ -	\$ 413,000	\$ 379.96	\$ 425.39	\$ 458.43
038 E019001	21	1	PLEASANT ST	MH & RB LLC	\$ 216,600	\$ 480,100	\$ 696,700	\$ -	\$ -	\$ 696,700	\$ 640.96	\$ 717.60	\$ 773.34
038 E020001	27	7	PLEASANT ST	7-19 PLEASANT STREET LLC	\$ 203,400	\$ 188,800	\$ 392,200	\$ -	\$ -	\$ 392,200	\$ 360.82	\$ 403.97	\$ 435.34
038 E021001	25	9	PLEASANT ST	7-19 PLEASANT STREET LLC	\$ 73,500	\$ 6,490	\$ 79,990	\$ -	\$ -	\$ 79,990	\$ 73.59	\$ 82.39	\$ 88.79
038 E023001	27	15	PLEASANT ST	7-19 PLEASANT STREET LLC	\$ 285,000	\$ 526,000	\$ 811,000	\$ -	\$ -	\$ 811,000	\$ 746.12	\$ 835.33	\$ 900.21
038 E030001	25	58	CENTER ST	STEELE DANIEL L	\$ 466,600	\$ 34,030	\$ 500,630	\$ -	\$ -	\$ 500,630	\$ 460.58	\$ 515.65	\$ 555.70
038 F004001	24	241	COMMERCIAL ST	SLM PROPERTIES INC	\$ 237,500	\$ 1,349,300	\$ 1,586,800	\$ -	\$ -	\$ 1,586,800	\$ 1,459.86	\$ 1,634.40	\$ 1,761.35
038 F006001	22	245	COMMERCIAL ST	CASCO VIEW HOLDINGS LLC	\$ 396,300	\$ 3,967,600	\$ 4,363,900	\$ -	\$ -	\$ 4,363,900	\$ 4,014.79	\$ 4,494.82	\$ 4,843.93
038 F008001	22	470	FORE ST	DICTAR ASSOCIATES II	\$ 165,700	\$ 1,982,300	\$ 2,148,000	\$ -	\$ -	\$ 2,148,000	\$ 1,976.16	\$ 2,212.44	\$ 2,384.28
038 F009001	23	468	FORE ST	HARBOR PLAZA ASSOCIATES II	\$ 500,000	\$ 7,158,200	\$ 7,658,200	\$ -	\$ -	\$ 7,658,200	\$ 7,045.54	\$ 7,887.95	\$ 8,500.60
038 F009002	22	468	FORE ST	DICTAR ASSOCIATES II	\$ 953,400	\$ 1,407,500	\$ 2,360,900	\$ -	\$ -	\$ 2,360,900	\$ 2,172.03	\$ 2,431.73	\$ 2,620.60
038 F019001	22	19	CROSS ST	CASCO VIEW HOLDINGS II LLC	\$ 873,900	\$ 6,253,800	\$ 7,127,700	\$ -	\$ -	\$ 7,127,700	\$ 6,557.48	\$ 7,341.53	\$ 7,911.75
038 G001001	25	486	FORE ST	NORTH RIVER IV LLC	\$ 3,116,800	\$ 140,800	\$ 3,257,600	\$ -	\$ -	\$ 3,257,600	\$ 2,996.99	\$ 3,355.33	\$ 3,615.94

PDD List of Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
038 G00202A	10	269	COMMERCIAL ST	GOSSELIN EUGENE D &	\$ 27,000	\$ 108,200	\$ 135,200	\$ -	\$ -	\$ 135,200	\$ 124.38	\$ 139.26	\$ 150.07
038 G00202B	10	269	COMMERCIAL ST	POE MAXWELL	\$ 27,500	\$ 110,100	\$ 137,600	\$ -	\$ -	\$ 137,600	\$ 126.59	\$ 141.73	\$ 152.74
038 G00202C	10	269	COMMERCIAL ST	SCHNEIDER PAUL	\$ 30,100	\$ 120,400	\$ 150,500	\$ -	\$ -	\$ 150,500	\$ 138.46	\$ 155.02	\$ 167.06
038 G00202D	10	269	COMMERCIAL ST	CUMMING JEAN S &	\$ 40,000	\$ 159,900	\$ 199,900	\$ -	\$ -	\$ 199,900	\$ 183.91	\$ 205.90	\$ 221.89
038 G00202E	10	269	COMMERCIAL ST	DEVILLIER JACQUES K	\$ 28,000	\$ 111,900	\$ 139,900	\$ 17,800	\$ -	\$ 122,100	\$ 112.33	\$ 125.76	\$ 135.53
038 G00202F	10	269	COMMERCIAL ST	MCKENZIE ANNE-MARIE &	\$ 29,500	\$ 118,100	\$ 147,600	\$ -	\$ -	\$ 147,600	\$ 135.79	\$ 152.03	\$ 163.84
038 G00203A	10	269	COMMERCIAL ST	ALBEE PETER J	\$ 28,200	\$ 112,700	\$ 140,900	\$ -	\$ -	\$ 140,900	\$ 129.63	\$ 145.13	\$ 156.40
038 G00203B	10	269	COMMERCIAL ST	RICE LEE P	\$ 26,800	\$ 107,100	\$ 133,900	\$ -	\$ -	\$ 133,900	\$ 123.19	\$ 137.92	\$ 148.63
038 G00203C	10	269	COMMERCIAL ST	NORCHI CHARLES H	\$ 30,300	\$ 121,100	\$ 151,400	\$ -	\$ -	\$ 151,400	\$ 139.29	\$ 155.94	\$ 168.05
038 G00203D	10	269	COMMERCIAL ST	HUDON WILFRED R	\$ 28,100	\$ 112,300	\$ 140,400	\$ -	\$ -	\$ 140,400	\$ 129.17	\$ 144.61	\$ 155.84
038 G00203E	10	269	COMMERCIAL ST	CONKLIN HENRY C	\$ 34,000	\$ 136,000	\$ 170,000	\$ -	\$ -	\$ 170,000	\$ 156.40	\$ 175.10	\$ 188.70
038 G00203F	10	269	COMMERCIAL ST	TUCKER HAROLD W III	\$ 28,800	\$ 115,100	\$ 143,900	\$ -	\$ -	\$ 143,900	\$ 132.39	\$ 148.22	\$ 159.73
038 G00204A	10	269	COMMERCIAL ST	SERNOFFSKY SUSAN	\$ 24,800	\$ 99,200	\$ 124,000	\$ 17,800	\$ -	\$ 106,200	\$ 97.70	\$ 109.39	\$ 117.88
038 G00204B	10	269	COMMERCIAL ST	269 COMMERCIAL LLC	\$ 30,000	\$ 120,000	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ 138.00	\$ 154.50	\$ 166.50
038 G00204C	10	269	COMMERCIAL ST	MCDEVITT JOHN J IV	\$ 33,600	\$ 134,500	\$ 168,100	\$ -	\$ -	\$ 168,100	\$ 154.65	\$ 173.14	\$ 186.59
038 G00204D	10	269	COMMERCIAL ST	KIMBLE ELLEN SUE	\$ 25,400	\$ 101,800	\$ 127,200	\$ -	\$ -	\$ 127,200	\$ 117.02	\$ 131.02	\$ 141.19
038 G00204E	10	269	COMMERCIAL ST	LOWRY KATE	\$ 28,400	\$ 113,500	\$ 141,900	\$ -	\$ -	\$ 141,900	\$ 130.55	\$ 146.16	\$ 157.51
038 G00204F	10	269	COMMERCIAL ST	WONG ROCKET &	\$ 29,800	\$ 119,200	\$ 149,000	\$ -	\$ -	\$ 149,000	\$ 137.08	\$ 153.47	\$ 165.39
038 G00205A	10	269	COMMERCIAL ST	BERG ERIC O JR TRUSTEE	\$ 32,000	\$ 128,100	\$ 160,100	\$ -	\$ -	\$ 160,100	\$ 147.29	\$ 164.90	\$ 177.71
038 G00205B	10	269	COMMERCIAL ST	TARBOX JEFFERY H	\$ 34,900	\$ 139,600	\$ 174,500	\$ -	\$ -	\$ 174,500	\$ 160.54	\$ 179.74	\$ 193.70
038 G00205C	10	269	COMMERCIAL ST	CALDWELL ROBERT A	\$ 31,000	\$ 124,000	\$ 155,000	\$ -	\$ -	\$ 155,000	\$ 142.60	\$ 159.65	\$ 172.05
038 G00205D	10	269	COMMERCIAL ST	MUEHLE BRENN A L	\$ 39,800	\$ 159,000	\$ 198,800	\$ -	\$ -	\$ 198,800	\$ 182.90	\$ 204.76	\$ 220.67
038 G00205E	10	269	COMMERCIAL ST	FLAHERTY CHRISTOPHER F	\$ 34,800	\$ 139,000	\$ 173,800	\$ -	\$ -	\$ 173,800	\$ 159.90	\$ 179.01	\$ 192.92
038 G00205F	10	269	COMMERCIAL ST	FOSTER ANTHONY W	\$ 30,100	\$ 120,400	\$ 150,500	\$ -	\$ -	\$ 150,500	\$ 138.46	\$ 155.02	\$ 167.06
038 G002267	20	269	COMMERCIAL ST	267 COMMERCIAL STREET LLC	\$ 23,500	\$ 256,800	\$ 280,300	\$ -	\$ -	\$ 280,300	\$ 257.88	\$ 288.71	\$ 311.13
038 G002271	20	269	COMMERCIAL ST	JKC LLC	\$ 21,400	\$ 235,700	\$ 257,100	\$ -	\$ -	\$ 257,100	\$ 236.53	\$ 264.81	\$ 285.38
038 G007001	25	508	FORE ST	NORTH RIVER IV LLC	\$ 660,800	\$ 41,000	\$ 701,800	\$ -	\$ -	\$ 701,800	\$ 645.66	\$ 722.85	\$ 779.00
038 I018001	21	46	FREE ST	JB BORWN & SONS	\$ 449,000	\$ 1,910,200	\$ 2,359,200	\$ -	\$ -	\$ 2,359,200	\$ 2,170.46	\$ 2,429.98	\$ 2,618.71
038 X001001	25	9	PLEASANT ST	7-19 PLEASANT STREET LLC	\$ 10,200	\$ 1,560	\$ 11,760	\$ -	\$ -	\$ 11,760	\$ 10.82	\$ 12.11	\$ 13.05
039 A001001	21	626	CONGRESS ST	PARK WONBAE &	\$ 257,800	\$ 552,900	\$ 810,700	\$ -	\$ -	\$ 810,700	\$ 745.84	\$ 835.02	\$ 899.88
039 A002001	21	622	CONGRESS ST	WAYNE ENTERPRISES LLC	\$ 139,600	\$ 890,400	\$ 1,030,000	\$ -	\$ -	\$ 1,030,000	\$ 947.60	\$ 1,060.90	\$ 1,143.30
039 A005001	21	616	CONGRESS ST	614 CONGRESS STREET LLC	\$ 198,200	\$ 895,700	\$ 1,093,900	\$ -	\$ -	\$ 1,093,900	\$ 1,006.39	\$ 1,126.72	\$ 1,214.23
039 A008001	21	610	CONGRESS ST	19 SOUTH STREET LLC	\$ 84,000	\$ 244,800	\$ 328,800	\$ -	\$ -	\$ 328,800	\$ 302.50	\$ 338.66	\$ 364.97
039 A009001	21	608	CONGRESS ST	19 SOUTH STREET LLC	\$ 97,200	\$ 192,500	\$ 289,700	\$ -	\$ -	\$ 289,700	\$ 266.52	\$ 298.39	\$ 321.57
039 A010001	21	606	CONGRESS ST	602 CONGRESS LLC	\$ 82,600	\$ 165,600	\$ 248,200	\$ -	\$ -	\$ 248,200	\$ 228.34	\$ 255.65	\$ 275.50
039 A013001	22	600	CONGRESS ST	602 CONGRESS LLC	\$ 176,800	\$ 999,900	\$ 1,176,700	\$ -	\$ -	\$ 1,176,700	\$ 1,082.56	\$ 1,212.00	\$ 1,306.14
039 A016001	40	122	HIGH ST	PACIFIC & SOUTHERN COMPANY INC	\$ 79,500	\$ -	\$ 79,500	\$ -	\$ -	\$ 79,500	\$ 73.14	\$ 81.89	\$ 88.25
039 A016002	25	122	HIGH ST	PACIFIC AND SOUTHERN LLC	\$ 776,300	\$ 36,750	\$ 813,050	\$ -	\$ -	\$ 813,050	\$ 748.01	\$ 837.44	\$ 902.49
039 A017001	22	128	HIGH ST	PACIFIC & SOUTHERN COMPANY INC	\$ 405,800	\$ 2,411,700	\$ 2,817,500	\$ -	\$ -	\$ 2,817,500	\$ 2,592.10	\$ 2,902.03	\$ 3,127.43

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
039 A027001	26	116	HIGH ST	CUMBERLAND CLUB	\$ 557,800	\$ 759,400	\$ 1,317,200	\$ -	\$ -	\$ 1,317,200	\$ 1,211.82	\$ 1,356.72	\$ 1,462.09
039 A035001	27	110	HIGH ST	ONE HUNDRED AND TEN HIGH ST	\$ 167,800	\$ 215,000	\$ 382,800	\$ -	\$ -	\$ 382,800	\$ 352.18	\$ 394.28	\$ 424.91
039 A037001	21	105	HIGH ST	M2BM LLC	\$ 154,500	\$ 393,600	\$ 548,100	\$ -	\$ -	\$ 548,100	\$ 504.25	\$ 564.54	\$ 608.39
039 A038001	21	612	CONGRESS ST	BLUE BAY LLC	\$ 90,400	\$ 212,300	\$ 302,700	\$ -	\$ -	\$ 302,700	\$ 278.48	\$ 311.78	\$ 336.00
039 B001001	55	97	SPRING ST	PORTLAND MUSEUM OF ART	\$ 113,300	\$ 276,100	\$ 389,400	\$ -	\$ 389,400	\$ -	\$ -	\$ -	\$ -
039 B003001	55	142	FREE ST	CHILDREN'S MUSEUM OF MAINE	\$ 411,900	\$ 2,307,300	\$ 2,719,200	\$ -	\$ 2,719,200	\$ -	\$ -	\$ -	\$ -
039 B004001	25	130	FREE ST	MAINEHEALTH	\$ 687,600	\$ 35,780	\$ 723,380	\$ -	\$ -	\$ 723,380	\$ 665.51	\$ 745.08	\$ 802.95
039 B007001	21	128	FREE ST	ARCANO PROPERTIES LLC	\$ 127,100	\$ 177,900	\$ 305,000	\$ -	\$ -	\$ 305,000	\$ 280.60	\$ 314.15	\$ 338.55
039 B008001	25	120	FREE ST	MAINEHEALTH	\$ 530,500	\$ 56,340	\$ 586,840	\$ -	\$ -	\$ 586,840	\$ 539.89	\$ 604.45	\$ 651.39
039 B011001	20	44	OAK ST	EVERYTHING LLC	\$ 97,000	\$ 387,900	\$ 484,900	\$ -	\$ -	\$ 484,900	\$ 446.11	\$ 499.45	\$ 538.24
039 B011002	20	44	OAK ST	EVERYTHING LLC	\$ 38,200	\$ 152,900	\$ 191,100	\$ -	\$ -	\$ 191,100	\$ 175.81	\$ 196.83	\$ 212.12
039 B011003	20	44	OAK ST	CLOUD SKY LLC	\$ 39,100	\$ 156,400	\$ 195,500	\$ -	\$ -	\$ 195,500	\$ 179.86	\$ 201.37	\$ 217.01
039 B011004	10	44	OAK ST	KEON MICHAEL P	\$ 140,600	\$ 562,300	\$ 702,900	\$ -	\$ -	\$ 702,900	\$ 646.67	\$ 723.99	\$ 780.22
039 B013001	55	148	FREE ST	PORTLAND MUSEUM OF ART	\$ 997,800	\$ 17,817,400	\$ 18,815,200	\$ -	\$ 18,815,200	\$ -	\$ -	\$ -	\$ -
039 B015001	55	87	SPRING ST	PORTLAND MUSEUM OF ART	\$ 1,403,100	\$ 29,380	\$ 1,432,480	\$ -	\$ 1,432,480	\$ -	\$ -	\$ -	\$ -
039 C001002	54	110	FREE ST	MAINEHEALTH	\$ 263,800	\$ 2,373,800	\$ 2,637,600	\$ -	\$ 2,637,600	\$ -	\$ -	\$ -	\$ -
039 C00101A	54	110	FREE ST	MAINEHEALTH	\$ 25,500	\$ 229,300	\$ 254,800	\$ -	\$ 254,800	\$ -	\$ -	\$ -	\$ -
039 C00101B	20	110	FREE ST	MAINEHEALTH	\$ 73,100	\$ 657,700	\$ 730,800	\$ -	\$ -	\$ 730,800	\$ 672.34	\$ 752.72	\$ 811.19
039 C00101C	20	110	FREE ST	MAINEHEALTH	\$ 103,300	\$ 929,600	\$ 1,032,900	\$ -	\$ -	\$ 1,032,900	\$ 950.27	\$ 1,063.89	\$ 1,146.52
039 C0010GB	54	110	FREE ST	MAINEHEALTH	\$ 4,300	\$ 39,000	\$ 43,300	\$ -	\$ 43,300	\$ -	\$ -	\$ -	\$ -
039 C0010GC	54	110	FREE ST	MAINEHEALTH	\$ 10,300	\$ 92,300	\$ 102,600	\$ -	\$ 102,600	\$ -	\$ -	\$ -	\$ -
039 C001301	54	110	FREE ST	MAINEHEALTH	\$ 242,200	\$ 2,179,800	\$ 2,422,000	\$ -	\$ 2,422,000	\$ -	\$ -	\$ -	\$ -
039 C001302	54	110	FREE ST	MAINEHEALTH	\$ 24,000	\$ 215,500	\$ 239,500	\$ -	\$ 239,500	\$ -	\$ -	\$ -	\$ -
039 C001GA1	54	110	FREE ST	MAINEHEALTH	\$ 76,400	\$ 688,000	\$ 764,400	\$ -	\$ 764,400	\$ -	\$ -	\$ -	\$ -
039 C001GA2	54	110	FREE ST	MAINEHEALTH	\$ 35,700	\$ 321,500	\$ 357,200	\$ -	\$ 357,200	\$ -	\$ -	\$ -	\$ -
039 C002001	56	0	FREE ST	CITY OF PORTLAND	\$ 1,846,200	\$ 6,279,700	\$ 8,125,900	\$ -	\$ 8,125,900	\$ -	\$ -	\$ -	\$ -
039 E001001	56	94	SPRING ST ARTERIAL	CITY OF PORTLAND	\$ 7,000	\$ -	\$ 7,000	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -
039 E008001	22	93	HIGH ST	GREATER PORTLAND	\$ 261,200	\$ 469,400	\$ 730,600	\$ -	\$ -	\$ 730,600	\$ 672.15	\$ 752.52	\$ 810.97
039 E009001	54	87	HIGH ST	ST ELIZABETH'S ROMAN	\$ 350,800	\$ 710,500	\$ 1,061,300	\$ -	\$ 1,061,300	\$ -	\$ -	\$ -	\$ -
039 E010001	23	88	SPRING ST	LAFAYETTE PORTLAND LLC	\$ 1,788,000	\$ 15,650,200	\$ 17,438,200	\$ -	\$ -	\$ 17,438,200	\$ 16,043.14	\$ 17,961.35	\$ 19,356.40
040 B013001	12	14	PLEASANT ST	GIOBBI CARLO A JR &	\$ 132,500	\$ 142,200	\$ 274,700	\$ -	\$ -	\$ 274,700	\$ 252.72	\$ 282.94	\$ 304.92
040 B015001	25	10	PLEASANT ST	GIOBBI CARLO A JR &	\$ 15,100	\$ -	\$ 15,100	\$ -	\$ -	\$ 15,100	\$ 13.89	\$ 15.55	\$ 16.76
040 B017001	21	4	PLEASANT ST	GIOBBI ARCHIE S &	\$ 45,400	\$ 620	\$ 46,020	\$ -	\$ -	\$ 46,020	\$ 42.34	\$ 47.40	\$ 51.08
040 B028001	21	1	DANFORTH ST	GIOBBI ARCHIE S &	\$ 161,300	\$ 232,700	\$ 394,000	\$ -	\$ -	\$ 394,000	\$ 362.48	\$ 405.82	\$ 437.34
040 D001001	22	20	DANFORTH ST	BROWN J B & SONS	\$ 202,900	\$ 2,615,500	\$ 2,818,400	\$ -	\$ -	\$ 2,818,400	\$ 2,592.93	\$ 2,902.95	\$ 3,128.42
040 D002001	22	10	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	\$ 110,000	\$ 893,100	\$ 1,003,100	\$ -	\$ -	\$ 1,003,100	\$ 922.85	\$ 1,033.19	\$ 1,113.44
040 E001001	25	40	YORK ST	BROWN J B & SONS	\$ 606,200	\$ 61,700	\$ 667,900	\$ -	\$ -	\$ 667,900	\$ 614.47	\$ 687.94	\$ 741.37
040 E003001	10	311	COMMERCIAL ST	JR SEELY COMPANY LLC	\$ 85,700	\$ 342,800	\$ 428,500	\$ -	\$ -	\$ 428,500	\$ 394.22	\$ 441.36	\$ 475.64
040 E003002	10	311	COMMERCIAL ST	HIGONNET CAMILLE	\$ 57,400	\$ 229,400	\$ 286,800	\$ -	\$ -	\$ 286,800	\$ 263.86	\$ 295.40	\$ 318.35

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
040 E003003	10	311	COMMERCIAL ST	WOODS MARY A &	\$ 56,700	\$ 226,900	\$ 283,600	\$ 17,800	\$ -	\$ 265,800	\$ 244.54	\$ 273.77	\$ 295.04
040 E003004	10	311	COMMERCIAL ST	LEVIN-MARTIN MINDY F &	\$ 82,600	\$ 330,300	\$ 412,900	\$ -	\$ -	\$ 412,900	\$ 379.87	\$ 425.29	\$ 458.32
040 E003005	10	311	COMMERCIAL ST	TAYLOR-CHIARELLO ROBIN	\$ 99,100	\$ 396,500	\$ 495,600	\$ -	\$ -	\$ 495,600	\$ 455.95	\$ 510.47	\$ 550.12
040 E003006	10	311	COMMERCIAL ST	JR SEELY COMPANY LLC	\$ 84,000	\$ 336,100	\$ 420,100	\$ -	\$ -	\$ 420,100	\$ 386.49	\$ 432.70	\$ 466.31
040 E003007	10	311	COMMERCIAL ST	KRUIHOFF CATHERINE H &	\$ 54,900	\$ 219,700	\$ 274,600	\$ -	\$ -	\$ 274,600	\$ 252.63	\$ 282.84	\$ 304.81
040 E003008	10	311	COMMERCIAL ST	JR SEELY COMPANY LLC	\$ 68,600	\$ 274,500	\$ 343,100	\$ -	\$ -	\$ 343,100	\$ 315.65	\$ 353.39	\$ 380.84
040 E003009	10	311	COMMERCIAL ST	KROON THOMAS J &	\$ 75,500	\$ 302,000	\$ 377,500	\$ -	\$ -	\$ 377,500	\$ 347.30	\$ 388.83	\$ 419.03
040 E00300H	20	311	COMMERCIAL ST	JBB HOSPITALITY I LLC	\$ 2,460,300	\$ 9,841,300	\$ 12,301,600	\$ -	\$ -	\$ 12,301,600	\$ 11,317.47	\$ 12,670.65	\$ 13,654.78
040 E00300R	20	311	COMMERCIAL ST	TIQA LEGACY LLC	\$ 262,800	\$ 1,051,300	\$ 1,314,100	\$ -	\$ -	\$ 1,314,100	\$ 1,208.97	\$ 1,353.52	\$ 1,458.65
040 E003010	10	311	COMMERCIAL ST	NSD 10-7 MAPLE LLC	\$ 105,600	\$ 422,200	\$ 527,800	\$ -	\$ -	\$ 527,800	\$ 485.58	\$ 543.63	\$ 585.86
040 E003011	10	311	COMMERCIAL ST	CLANCY PAUL	\$ 71,700	\$ 286,800	\$ 358,500	\$ -	\$ -	\$ 358,500	\$ 329.82	\$ 369.26	\$ 397.94
040 E003012	10	311	COMMERCIAL ST	PIPER JOHN M &	\$ 79,000	\$ 316,000	\$ 395,000	\$ -	\$ -	\$ 395,000	\$ 363.40	\$ 406.85	\$ 438.45
040 E003013	10	311	COMMERCIAL ST	DERMER HARRY &	\$ 70,000	\$ 280,100	\$ 350,100	\$ -	\$ -	\$ 350,100	\$ 322.09	\$ 360.60	\$ 388.61
040 E003014	10	311	COMMERCIAL ST	SIMARK ACQUISITIONS LLC	\$ 79,600	\$ 318,300	\$ 397,900	\$ -	\$ -	\$ 397,900	\$ 366.07	\$ 409.84	\$ 441.67
040 F009001	27	305	COMMERCIAL ST	BAXTER PLACE LLC	\$ 1,872,700	\$ 4,454,900	\$ 6,327,600	\$ -	\$ -	\$ 6,327,600	\$ 5,821.39	\$ 6,517.43	\$ 7,023.64
040 F011001	22	14	YORK ST	BROWN J B & SONS	\$ 256,400	\$ 2,007,600	\$ 2,264,000	\$ -	\$ -	\$ 2,264,000	\$ 2,082.88	\$ 2,331.92	\$ 2,513.04
041 A015001	24	260	COMMERCIAL ST	WATERFRONT MAINE BT LLC	\$ 587,700	\$ 607,100	\$ 1,194,800	\$ -	\$ -	\$ 1,194,800	\$ 1,099.22	\$ 1,230.64	\$ 1,326.23
045 A001001	27	660	CONGRESS ST	A K LONGFELLOW LLC	\$ 93,700	\$ 364,800	\$ 458,500	\$ -	\$ -	\$ 458,500	\$ 421.82	\$ 472.26	\$ 508.94
045 A002001	27	656	CONGRESS ST	RICE GEOFFREY I	\$ 120,300	\$ 722,700	\$ 843,000	\$ -	\$ -	\$ 843,000	\$ 775.56	\$ 868.29	\$ 935.73
045 A003001	27	638	CONGRESS ST	638 CONGRESS STREET	\$ 1,391,900	\$ 3,709,900	\$ 5,101,800	\$ -	\$ -	\$ 5,101,800	\$ 4,693.66	\$ 5,254.85	\$ 5,663.00
045 A034001	21	664	CONGRESS ST	RANS LLC	\$ 107,800	\$ 357,100	\$ 464,900	\$ -	\$ -	\$ 464,900	\$ 427.71	\$ 478.85	\$ 516.04
045 A035001	21	670	CONGRESS ST	LONGFELLOW SQUARE	\$ 103,000	\$ 508,700	\$ 611,700	\$ -	\$ -	\$ 611,700	\$ 562.76	\$ 630.05	\$ 678.99
046 C011001	27	675	CONGRESS ST	DOUKAS WILLIAM B	\$ 113,400	\$ 254,300	\$ 367,700	\$ -	\$ -	\$ 367,700	\$ 338.28	\$ 378.73	\$ 408.15
046 C012001	21	673	CONGRESS ST	DOUKAS ANDREW J	\$ 78,400	\$ 79,300	\$ 157,700	\$ 17,800	\$ -	\$ 139,900	\$ 128.71	\$ 144.10	\$ 155.29
046 C013001	21	671	CONGRESS ST	DOUKAS ANDREW J &	\$ 81,500	\$ 88,400	\$ 169,900	\$ -	\$ -	\$ 169,900	\$ 156.31	\$ 175.00	\$ 188.59
046 C019001	27	667	CONGRESS ST	REDFERN LONGFELLOW LLC	\$ 667,000	\$ 13,913,600	\$ 14,580,600	\$ -	\$ -	\$ 14,580,600	\$ 13,414.15	\$ 15,018.02	\$ 16,184.47
046 D017001	53	156	HIGH ST	WILLISTON-JIMMANUEL UNITED CHURCH	\$ 262,700	\$ 1,989,500	\$ 2,252,200	\$ -	\$ 2,252,200	\$ -	\$ -	\$ -	\$ -
046 D018001	21	653	CONGRESS ST	RICE GEOFFREY TRUSTEE	\$ 88,900	\$ 146,700	\$ 235,600	\$ -	\$ -	\$ 235,600	\$ 216.75	\$ 242.67	\$ 261.52
046 D021001	27	655	CONGRESS ST	TRELAWNY 657 LLC	\$ 320,600	\$ 4,901,900	\$ 5,222,500	\$ -	\$ -	\$ 5,222,500	\$ 4,804.70	\$ 5,379.18	\$ 5,796.98
046 D022001	27	645	CONGRESS ST	BAYSIDE MAINE LLC	\$ 1,652,900	\$ 2,130,800	\$ 3,783,700	\$ -	\$ -	\$ 3,783,700	\$ 3,481.00	\$ 3,897.21	\$ 4,199.91
046 D026001	27	633	CONGRESS ST	BURNHAM ARMS LLC	\$ 343,100	\$ 1,875,000	\$ 2,218,100	\$ -	\$ -	\$ 2,218,100	\$ 2,040.65	\$ 2,284.64	\$ 2,462.09
046 D027001	40	629	CONGRESS ST	BURNHAM ARMS ANNEX LLC	\$ 160,400	\$ -	\$ 160,400	\$ -	\$ -	\$ 160,400	\$ 147.57	\$ 165.21	\$ 178.04
046 D028001	21	625	CONGRESS ST	BURNHAM ARMS ANNEX LLC	\$ 131,500	\$ 96,000	\$ 227,500	\$ -	\$ -	\$ 227,500	\$ 209.30	\$ 234.33	\$ 252.53
046 D029001	22	619	CONGRESS ST	BAXTER BUILDING LLC	\$ 434,800	\$ 2,067,800	\$ 2,502,600	\$ -	\$ -	\$ 2,502,600	\$ 2,302.39	\$ 2,577.68	\$ 2,777.89
046 D031001	22	142	HIGH ST	CROSTONE PORTLAND LLC	\$ 941,900	\$ 3,185,100	\$ 4,127,000	\$ -	\$ -	\$ 4,127,000	\$ 3,796.84	\$ 4,250.81	\$ 4,580.97
055 E037001	27	190	STATE ST	HUCKSTER'S ROW PROPERTIES LLC	\$ 129,600	\$ 547,200	\$ 676,800	\$ -	\$ -	\$ 676,800	\$ 622.66	\$ 697.10	\$ 751.25
055 E039001	27	188	STATE ST	LONGFELLOW SQUARE	\$ 108,500	\$ 1,057,200	\$ 1,165,700	\$ -	\$ -	\$ 1,165,700	\$ 1,072.44	\$ 1,200.67	\$ 1,293.93
SUBTOTAL (EXISTING DISTRICT):							\$ 1,015,463,940	\$ 637,240	\$ 174,554,780	\$ 840,271,920	\$ 773,050.17	\$ 865,480.08	\$ 932,701.83

PDD List Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
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700 Total Parcels

657 Taxable

43 Tax Exempt

The parcels below are those in the proposed expanded district only.

021 A012001	56	214	CUMBERLAND AVE	PORTLAND CITY OF	\$ 18,200	\$ -	\$ 18,200	\$ -	\$ -	\$ 18,200	\$ -	\$ -	\$ -
027 A015001	25	465	CONGRESS ST	5 MONUMENT SQUARE LLC	\$ 212,200	\$ 4,880	\$ 217,080	\$ -	\$ -	\$ 217,080	\$ 199.71	\$ 223.59	\$ 240.96
027 B008001	56	0	ELM ST	CITY OF PORTLAND	\$ 621,400	\$ 4,371,600	\$ 4,993,000	\$ -	\$ -	\$ 4,993,000	\$ -	\$ -	\$ -
028 A001001	56	380	CONGRESS ST	CITY OF PORTLAND	\$ 1,616,700	\$ 750,300	\$ 2,367,000	\$ -	\$ -	\$ 2,367,000	\$ -	\$ -	\$ -
028 B001001	58	350	CONGRESS ST	CITY OF PORTLAND	\$ 130,900	\$ 157,550	\$ 288,450	\$ -	\$ -	\$ 288,450	\$ -	\$ -	\$ -
028 E001001	56	168	FEDERAL ST	UNITED STATES	\$ 1,538,900	\$ 8,444,700	\$ 9,983,600	\$ -	\$ -	\$ 9,983,600	\$ -	\$ -	\$ -
028 F001001	56	142	FEDERAL ST	CUMBERLAND COUNTY OF	\$ 1,870,100	\$ 19,638,590	\$ 21,508,690	\$ -	\$ -	\$ 21,508,690	\$ -	\$ -	\$ -
028 L002001	56	0	NEWBURY ST	CUMBERLAND COUNTY INHABITANTS	\$ 62,900	\$ -	\$ 62,900	\$ -	\$ -	\$ 62,900	\$ -	\$ -	\$ -
028 M001001	56	192	NEWBURY ST	CUMBERLAND COUNTY OF	\$ 942,500	\$ 3,425,100	\$ 4,367,600	\$ -	\$ -	\$ 4,367,600	\$ -	\$ -	\$ -
029 E019001	56	0	FRANKLIN ST	CITY OF PORTLAND	\$ 6,200	\$ -	\$ 6,200	\$ -	\$ -	\$ 6,200	\$ -	\$ -	\$ -
030 D001001	22	68	COMMERCIAL ST	MAINE WHARF LLC	\$ 1,198,800	\$ 2,842,300	\$ 4,041,100	\$ -	\$ -	\$ 4,041,100	\$ 3,717.81	\$ 4,162.33	\$ 4,485.62
030 D003001	22	70	COMMERCIAL ST	FLATBREAD WHARF LLC	\$ 382,600	\$ 1,475,200	\$ 1,857,800	\$ -	\$ -	\$ 1,857,800	\$ 1,709.18	\$ 1,913.53	\$ 2,062.16
030 H011001	25	9	PORTLAND PIER	CARROLL BLOCK LLC	\$ 25,000	\$ 1,880	\$ 26,880	\$ -	\$ -	\$ 26,880	\$ 24.73	\$ 27.69	\$ 29.84
031 J080001	21	184	COMMERCIAL ST	GEF LLC	\$ 945,000	\$ 395,370	\$ 1,340,370	\$ -	\$ -	\$ 1,340,370	\$ 1,233.14	\$ 1,380.58	\$ 1,487.81
032 L001001	56	234	FEDERAL ST W	CITY OF PORTLAND	\$ 3,400	\$ -	\$ 3,400	\$ -	\$ -	\$ 3,400	\$ -	\$ -	\$ -
032 P005001	56	0	SPRING ST ARTERIAL	CITY OF PORTLAND	\$ 600	\$ -	\$ 600	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -
037 A009001	17	104	OAK ST	PARK STREET PROPERTY LLC	\$ 64,700	\$ 1,281,900	\$ 1,346,600	\$ -	\$ -	\$ 1,346,600	\$ 1,238.87	\$ 1,387.00	\$ 1,494.73
037 A011001	22	92	OAK ST	NORTHEAST REALTY INC	\$ 148,500	\$ 218,500	\$ 367,000	\$ -	\$ -	\$ 367,000	\$ 337.64	\$ 378.01	\$ 407.37
037 E006001	54	173	HIGH ST	MMC REALTY CORP	\$ 88,000	\$ 791,800	\$ 879,800	\$ -	\$ -	\$ 879,800	\$ -	\$ -	\$ -
037 E006002	54	173	HIGH ST	MMC REALTY CORP	\$ 58,700	\$ 528,100	\$ 586,800	\$ -	\$ -	\$ 586,800	\$ -	\$ -	\$ -
037 E006003	54	173	HIGH ST	MMC REALTY CORP	\$ 96,800	\$ 870,900	\$ 967,700	\$ -	\$ -	\$ 967,700	\$ -	\$ -	\$ -
037 E006004	20	173	HIGH ST	LUDWIG ROBERT C	\$ 99,500	\$ 893,100	\$ 992,600	\$ -	\$ -	\$ 992,600	\$ 913.19	\$ 1,022.38	\$ 1,101.79
037 E006005	20	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	\$ 37,500	\$ 337,600	\$ 375,100	\$ -	\$ -	\$ 375,100	\$ 345.09	\$ 386.35	\$ 416.36
037 E006006	53	173	HIGH ST	HOPE GATEWAY UNITED	\$ 38,500	\$ 346,500	\$ 385,000	\$ -	\$ -	\$ 385,000	\$ -	\$ -	\$ -
037 E006007	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 82,200	\$ 328,900	\$ 411,100	\$ -	\$ -	\$ 411,100	\$ -	\$ -	\$ -
037 E006008	20	173	HIGH ST	6 EAST OXFORD ST LLC	\$ 29,000	\$ 179,100	\$ 208,100	\$ -	\$ -	\$ 208,100	\$ 191.45	\$ 214.34	\$ 230.99
037 E006010	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006011	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006012	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006013	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006014	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006015	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006016	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006017	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006018	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006019	10	173	HIGH ST	CML LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006020	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006021	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006022	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006023	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006024	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006025	10	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006026	10	173	HIGH ST	CAPITAL AREA PROPERTIES LLC	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006027	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006028	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006029	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006030	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006031	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006032	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006033	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006034	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006035	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006036	10	173	HIGH ST	LUDWIG ROBERT C	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006037	10	173	HIGH ST	LUDWIG ROBERT C	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006038	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -
037 E006039	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ -	\$ -	\$ -

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LD CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT .92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.12 RATE
037 E006040	54	173	HIGH ST	MAINE MEDICAL CENTER	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ 9,900	\$ -	\$ -	\$ -	\$ -
037 E006041	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
037 E006042	10	173	HIGH ST	LUDWIG ROBERT C &	\$ 900	\$ 9,000	\$ 9,900	\$ -	\$ -	\$ 9,900	\$ 9.11	\$ 10.20	\$ 10.99
038 E010001	20	17	SOUTH ST	LEVINE ROBERT A &	\$ 15,000	\$ 129,200	\$ 144,200	\$ -	\$ -	\$ 144,200	\$ 132.66	\$ 148.53	\$ 160.06
038 E010002	20	17	SOUTH ST	SOUTH STREET PARTNERS 2 LLC	\$ 15,000	\$ 129,200	\$ 144,200	\$ -	\$ -	\$ 144,200	\$ 132.66	\$ 148.53	\$ 160.06
038 E010003	20	17	SOUTH ST	PRESTIGE WORLD-WIDE	\$ 25,000	\$ 208,800	\$ 233,800	\$ -	\$ -	\$ 233,800	\$ 215.10	\$ 240.81	\$ 259.52
038 E024001	27	21	PLEASANT ST	ANADILYA PROPERTIES LLC	\$ 168,300	\$ 263,000	\$ 431,300	\$ -	\$ -	\$ 431,300	\$ 396.80	\$ 444.24	\$ 478.74
038 E025001	13	11	SOUTH ST	AMORY JONATHAN &	\$ 141,500	\$ 235,100	\$ 376,600	\$ 17,800	\$ -	\$ 358,800	\$ 330.10	\$ 369.56	\$ 398.27
038 E026001	12	9	SOUTH ST	HANSON ANJA-BRITT &	\$ 145,200	\$ 190,200	\$ 335,400	\$ 17,800	\$ -	\$ 317,600	\$ 292.19	\$ 327.13	\$ 352.54
038 E027001	27	5	SOUTH ST	FIVE SOUTH STREET LLC	\$ 147,500	\$ 141,900	\$ 289,400	\$ -	\$ -	\$ 289,400	\$ 266.25	\$ 298.08	\$ 321.23
038 E029001	27	19	SOUTH ST	19 SOUTH STREET DEVELOPMENT LLC	\$ 157,200	\$ 567,000	\$ 724,200	\$ -	\$ -	\$ 724,200	\$ 666.26	\$ 745.93	\$ 803.86
039 A006001	25	143	PARK ST	614 CONGRESS STREET LLC	\$ 72,300	\$ 6,560	\$ 78,860	\$ -	\$ -	\$ 78,860	\$ 72.55	\$ 81.23	\$ 87.53
039 A007001	25	612	CONGRESS ST	RICE GEOFFREY I	\$ 42,800	\$ 3,590	\$ 46,390	\$ -	\$ -	\$ 46,390	\$ 42.68	\$ 47.78	\$ 51.49
039 A011001	25	141	PARK ST	WAYNE ENTERPRISES LLC	\$ 128,100	\$ 10,940	\$ 139,040	\$ -	\$ -	\$ 139,040	\$ 127.92	\$ 143.21	\$ 154.33
039 A014001	10	139	PARK ST	LOSCHIAVO CHARLES G &	\$ 39,600	\$ 158,300	\$ 197,900	\$ -	\$ -	\$ 197,900	\$ 182.07	\$ 203.84	\$ 219.67
039 A014002	10	137	PARK ST	WOODALL DUDLEY H &	\$ 39,600	\$ 158,300	\$ 197,900	\$ 17,800	\$ -	\$ 180,100	\$ 165.69	\$ 185.50	\$ 199.91
039 A014003	10	135	PARK ST	FOSTER KAREN E	\$ 62,200	\$ 252,800	\$ 315,000	\$ -	\$ -	\$ 315,000	\$ 289.80	\$ 324.45	\$ 349.65
039 A014004	10	139	PARK ST	LAGUNEZ ANA REBECCA	\$ 56,900	\$ 227,700	\$ 284,600	\$ 17,800	\$ -	\$ 266,800	\$ 245.46	\$ 274.80	\$ 296.15
039 A014005	10	137	PARK ST	WRIGHT JOHN &	\$ 56,900	\$ 227,700	\$ 284,600	\$ -	\$ -	\$ 284,600	\$ 261.83	\$ 293.14	\$ 315.91
039 A014006	10	135	PARK ST	GORDON E KENT	\$ 56,900	\$ 227,700	\$ 284,600	\$ -	\$ -	\$ 284,600	\$ 261.83	\$ 293.14	\$ 315.91
039 A015001	12	23	SPRING ST PL	HEALEY MEREDITH &	\$ 128,200	\$ 149,000	\$ 277,200	\$ -	\$ -	\$ 277,200	\$ 255.02	\$ 285.52	\$ 307.69
039 A021001	16	129	PARK ST	EAST END REALTY LLC	\$ 161,500	\$ 517,900	\$ 679,400	\$ -	\$ -	\$ 679,400	\$ 625.05	\$ 699.78	\$ 754.13
039 A023001	25	125	PARK ST	CUMBERLAND CLUB	\$ 50,600	\$ 4,680	\$ 55,280	\$ -	\$ -	\$ 55,280	\$ 50.86	\$ 56.94	\$ 61.36
039 A025001	25	123	PARK ST	CUMBERLAND CLUB	\$ 58,000	\$ 5,050	\$ 63,050	\$ -	\$ -	\$ 63,050	\$ 58.01	\$ 64.94	\$ 69.99
039 A026001	11	1	SPRING ST PL	CUMBERLAND CLUB	\$ 134,400	\$ 78,000	\$ 212,400	\$ -	\$ -	\$ 212,400	\$ 195.41	\$ 218.77	\$ 235.76
039 A028001	4	135	SPRING ST	MARCUM HOSPITALITY LLC	\$ 113,600	\$ 479,400	\$ 593,000	\$ -	\$ -	\$ 593,000	\$ 545.56	\$ 610.79	\$ 658.23
039 A029001	27	133	SPRING ST	STADLER CECILE	\$ 106,500	\$ 260,200	\$ 366,700	\$ -	\$ -	\$ 366,700	\$ 337.36	\$ 377.70	\$ 407.04
039 A030001	27	131	SPRING ST	TREE SCHOOL LLC	\$ 106,900	\$ 198,300	\$ 305,200	\$ -	\$ -	\$ 305,200	\$ 280.78	\$ 314.36	\$ 338.77
039 A031001	27	129	SPRING ST	129 SPRING STREET LLC	\$ 104,100	\$ 248,400	\$ 352,500	\$ -	\$ -	\$ 352,500	\$ 324.30	\$ 363.08	\$ 391.28
039 A032001	25	127	SPRING ST	CUMBERLAND CLUB	\$ 149,200	\$ 17,920	\$ 167,120	\$ -	\$ -	\$ 167,120	\$ 153.75	\$ 172.13	\$ 185.50
039 A039001	11	25	SPRING ST PL	FREUND RICHARD J &	\$ 128,500	\$ 169,300	\$ 297,800	\$ 17,800	\$ -	\$ 280,000	\$ 257.60	\$ 288.40	\$ 310.80
039 D001001	11	130	SPRING ST	SCHINDLER SARAH B	\$ 137,000	\$ 131,700	\$ 268,700	\$ 17,800	\$ -	\$ 250,900	\$ 230.83	\$ 258.43	\$ 278.50
039 D002001	15	126	SPRING ST	QUIRK JOHN D	\$ 109,300	\$ 200,300	\$ 309,600	\$ -	\$ -	\$ 309,600	\$ 284.83	\$ 318.89	\$ 343.66
039 D003001	54	124	SPRING ST	SHALOM HOUSE	\$ 134,600	\$ 164,100	\$ 298,700	\$ -	\$ 298,700	\$ -	\$ -	\$ -	\$ -
039 D004001	12	122	SPRING ST	122 SPRING STREET LLC	\$ 134,800	\$ 152,600	\$ 287,400	\$ -	\$ -	\$ 287,400	\$ 264.41	\$ 296.02	\$ 319.01
039 D005001	56	98	HIGH ST	CITY OF PORTLAND	\$ 302,300	\$ 13,130	\$ 315,430	\$ -	\$ 315,430	\$ -	\$ -	\$ -	\$ -
039 D008001	53	141	PLEASANT ST	HELLENIC ORTHODOX COMMUNITY OF	\$ 372,500	\$ 642,700	\$ 1,015,200	\$ -	\$ 1,015,200	\$ -	\$ -	\$ -	\$ -
039 D009001	53	133	PLEASANT ST	HELLENIC ORTHODOX COMMUNITY OF	\$ 437,700	\$ 307,400	\$ 745,100	\$ -	\$ 745,100	\$ -	\$ -	\$ -	\$ -
039 D010001	12	127	PLEASANT ST	HAMMEN MICHAEL C &	\$ 158,600	\$ 326,500	\$ 485,100	\$ -	\$ -	\$ 485,100	\$ 446.29	\$ 499.65	\$ 538.46
039 D013001	27	132	SPRING ST	THE SKINNY LLC	\$ 133,200	\$ 271,000	\$ 404,200	\$ -	\$ -	\$ 404,200	\$ 371.86	\$ 416.33	\$ 448.66
039 D014001	15	90	HIGH ST	NINETY HIGH LP	\$ 150,100	\$ 505,700	\$ 655,800	\$ -	\$ -	\$ 655,800	\$ 603.34	\$ 675.47	\$ 727.94
039 D016001	13	120	SPRING ST	ANTICH JANET	\$ 134,400	\$ 174,200	\$ 308,600	\$ 17,800	\$ -	\$ 290,800	\$ 267.54	\$ 299.52	\$ 322.79
039 F010001	25	40	SPRING ST ARTERIAL	LAFAYETTE PORTLAND LLC	\$ 1,856,400	\$ 792,300	\$ 2,648,700	\$ -	\$ -	\$ 2,648,700	\$ 2,436.80	\$ 2,728.16	\$ 2,940.06
039 F013001	32	59	PLEASANT ST	BAKERY LIMITED LIABILITY CO	\$ 285,600	\$ 667,000	\$ 952,600	\$ -	\$ -	\$ 952,600	\$ 876.39	\$ 981.18	\$ 1,057.39
039 F017001	12	22	SOUTH ST	LOMBARDI BRIAN D	\$ 144,600	\$ 135,000	\$ 279,600	\$ 17,800	\$ -	\$ 261,800	\$ 240.86	\$ 269.65	\$ 290.60
039 F018001	12	20	SOUTH ST	SCHMIDT REMINGTON O	\$ 144,000	\$ 120,700	\$ 264,700	\$ -	\$ -	\$ 264,700	\$ 243.52	\$ 272.64	\$ 293.82
039 F019001	12	16	SOUTH ST	LEWIS CLARENCE MICHAEL &	\$ 125,000	\$ 108,900	\$ 233,900	\$ 17,800	\$ -	\$ 216,100	\$ 198.81	\$ 222.58	\$ 239.87
039 F020001	12	14	SOUTH ST	MCLAUGHLIN KATHERINE A TRUSTEE	\$ 135,400	\$ 136,300	\$ 271,700	\$ 17,800	\$ -	\$ 253,900	\$ 233.59	\$ 261.52	\$ 281.83
039 F021001	25	10	SOUTH ST	BROWN J B & SONS	\$ 9,600	\$ -	\$ 9,600	\$ -	\$ -	\$ 9,600	\$ 8.83	\$ 9.89	\$ 10.66
039 F022001	10	37	PLEASANT ST	SERAICHICK SUSAN &	\$ 36,000	\$ 143,800	\$ 179,800	\$ -	\$ -	\$ 179,800	\$ 165.42	\$ 185.19	\$ 199.58
039 F022002	10	37	PLEASANT ST	WEATHERFORD CLAUDINE &	\$ 34,600	\$ 138,300	\$ 172,900	\$ -	\$ -	\$ 172,900	\$ 159.07	\$ 178.09	\$ 191.92
039 F022003	10	37	PLEASANT ST	WAYSON MICHAEL P &	\$ 36,000	\$ 143,800	\$ 179,800	\$ -	\$ -	\$ 179,800	\$ 165.42	\$ 185.19	\$ 199.58
039 F022004	10	37	PLEASANT ST	FOLEY RONALD G V N VET	\$ 35,700	\$ 142,600	\$ 178,300	\$ 23,140	\$ -	\$ 155,160	\$ 142.75	\$ 159.81	\$ 172.23
039 F022005	10	37	PLEASANT ST	COMEAU PETER W &	\$ 38,800	\$ 155,200	\$ 194,000	\$ -	\$ -	\$ 194,000	\$ 178.48	\$ 199.82	\$ 215.34
039 F022006	10	37	PLEASANT ST	HAAS JOHN E &	\$ 37,400	\$ 149,700	\$ 187,100	\$ -	\$ -	\$ 187,100	\$ 172.13	\$ 192.71	\$ 207.68
039 F023001	20	35	PLEASANT ST	35 PLEASANT ST LLC	\$ 33,600	\$ 134,200	\$ 167,800	\$ -	\$ -	\$ 167,800	\$ 154.38	\$ 172.83	\$ 186.26
039 F023002	10	35	PLEASANT ST	REITER LAUREN J &	\$ 60,500	\$ 242,000	\$ 302,500	\$ -	\$ -	\$ 302,500	\$ 278.30	\$ 311.58	\$ 335.78
039 F025001	58	24	SOUTH ST	CITY OF PORTLAND	\$ 185,600	\$ 24,910	\$ 210,510	\$ -	\$ 210,510	\$ -	\$ -	\$ -	\$ -
039 F026001	40	22	SOUTH ST	LOMBARDI DEBRA &	\$ 27,000	\$ -	\$ 27,000	\$ -	\$ -	\$ 27,000	\$ 24.84	\$ 27.81	\$ 29.97
040 A001001	54	71	HIGH ST	GOODWILL DEVELOPMENT	\$ 320,100	\$ 457,900	\$ 778,000	\$ -	\$ 778,000	\$ -	\$ -	\$ -	\$ -
040 A002001	14	98	PLEASANT ST	COSTIN MICHAEL N &	\$ 151,700	\$ 239,400	\$ 391,100	\$ -	\$ -	\$ 391,100	\$ 359.81	\$ 402.83	\$ 434.12
040 A003001	12	92	PLEASANT ST	CROTEAU COLLEEN O &	\$ 144,900	\$ 173,800	\$ 318,700	\$ -	\$ -	\$ 317,800	\$ 292.38	\$ 327.33	\$ 352.76

PARCELID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT 02 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
040 A004001	15	88	PLEASANT ST	C M SCRIBNER & CO LIMITED	\$ 177,100	\$ 417,300	\$ 594,400	\$ -	\$ -	\$ 594,400	\$ 546.85	\$ 612.23	\$ 659.78
040 A005001	25	76	PLEASANT ST	LAFAYETTE PORTLAND LLC	\$ 186,000	\$ 33,690	\$ 219,690	\$ -	\$ -	\$ 219,690	\$ 202.11	\$ 226.28	\$ 243.86
040 A008001	25	74	PLEASANT ST	BROWN J B & SONS	\$ 42,700	\$ -	\$ 42,700	\$ -	\$ -	\$ 42,700	\$ 39.28	\$ 43.98	\$ 47.40
040 A009001	14	68	PLEASANT ST	SCHWARTZ DONNA L	\$ 134,300	\$ 252,600	\$ 386,900	\$ -	\$ -	\$ 386,900	\$ 355.95	\$ 398.51	\$ 429.46
040 A010001	54	54	MAPLE ST	INGRAHAM	\$ 170,000	\$ 224,300	\$ 394,300	\$ -	\$ 394,300	\$ -	\$ -	\$ -	\$ -
040 A011001	11	67	HIGH ST	FISHER ALEXANDER DYLAN	\$ 153,800	\$ 209,900	\$ 363,700	\$ -	\$ -	\$ 363,700	\$ 334.60	\$ 374.61	\$ 403.71
040 A013001	17	53	DANFORTH ST	53 DANFORTH STREET LP	\$ 447,100	\$ 2,264,800	\$ 2,711,900	\$ -	\$ -	\$ 2,711,900	\$ 2,494.95	\$ 2,793.26	\$ 3,010.21
040 A014001	11	52	MAPLE ST	ADLER BRENT	\$ 128,300	\$ 98,800	\$ 227,100	\$ -	\$ -	\$ 227,100	\$ 208.93	\$ 233.91	\$ 252.08
040 A015001	15	65	HIGH ST	BRICKLIGHT PROPERTIES LLC	\$ 152,700	\$ 352,800	\$ 505,500	\$ -	\$ -	\$ 505,500	\$ 465.06	\$ 520.67	\$ 561.11
040 A016001	17	81	DANFORTH ST	DANFORTH ON HIGH LP	\$ 253,200	\$ 1,760,000	\$ 2,013,200	\$ -	\$ -	\$ 2,013,200	\$ 1,852.14	\$ 2,073.60	\$ 2,234.65
040 A017001	15	77	DANFORTH ST	EAST DANFORTH LLC	\$ 149,300	\$ 304,800	\$ 454,100	\$ -	\$ -	\$ 454,100	\$ 417.77	\$ 467.72	\$ 504.05
040 A018001	15	75	DANFORTH ST	EAST DANFORTH LLC	\$ 147,200	\$ 174,900	\$ 322,100	\$ -	\$ -	\$ 322,100	\$ 296.33	\$ 331.76	\$ 357.53
040 A019001	15	71	DANFORTH ST	EAST DANFORTH LLC	\$ 170,700	\$ 257,100	\$ 427,800	\$ -	\$ -	\$ 427,800	\$ 393.58	\$ 440.63	\$ 474.86
040 A022001	15	67	DANFORTH ST	EAST DANFORTH LLC	\$ 165,900	\$ 145,400	\$ 311,300	\$ -	\$ -	\$ 311,300	\$ 286.40	\$ 320.64	\$ 345.54
040 A024001	15	63	DANFORTH ST	EAST DANFORTH LLC	\$ 156,100	\$ 133,400	\$ 289,500	\$ -	\$ -	\$ 289,500	\$ 266.34	\$ 298.19	\$ 321.35
040 A027001	11	50	MAPLE ST	ST PIERRE TRACY M &	\$ 133,100	\$ 112,800	\$ 245,900	\$ 17,800	\$ -	\$ 228,100	\$ 209.85	\$ 234.94	\$ 253.19
040 A028001	40	46	MAPLE ST	BROWN J B & SONS	\$ 23,500	\$ -	\$ 23,500	\$ -	\$ -	\$ 23,500	\$ 21.62	\$ 24.21	\$ 26.09
040 A030001	16	69	HIGH ST	BRICKLIGHT PROPERTIES LLC	\$ 109,300	\$ 357,800	\$ 467,100	\$ -	\$ -	\$ 467,100	\$ 429.73	\$ 481.11	\$ 518.48
040 B001001	25	55	MAPLE ST	BAKERY LIMITED LIABILITY CO	\$ 61,500	\$ 6,250	\$ 67,750	\$ -	\$ -	\$ 67,750	\$ 62.33	\$ 69.78	\$ 75.20
040 B002001	25	58	PLEASANT ST	BROWN J B & SONS	\$ 38,900	\$ 6,250	\$ 45,150	\$ -	\$ -	\$ 45,150	\$ 41.54	\$ 46.50	\$ 50.12
040 B003001	13	54	PLEASANT ST	JR SAPPERSTEIN HOLDINGS LLC	\$ 132,900	\$ 215,500	\$ 348,400	\$ -	\$ -	\$ 348,400	\$ 320.53	\$ 358.85	\$ 386.72
040 B004001	27	44	PLEASANT ST	44 PLEASANT STREET LLC	\$ 131,500	\$ 688,900	\$ 820,400	\$ -	\$ -	\$ 820,400	\$ 754.77	\$ 845.01	\$ 910.64
040 B006001	11	40	PLEASANT ST	RUSSO J RICHARD &	\$ 185,100	\$ 308,200	\$ 493,300	\$ -	\$ -	\$ 493,300	\$ 453.84	\$ 508.10	\$ 547.56
040 B007001	27	23	DANFORTH ST	SCHWARTZ DONNA L	\$ 141,000	\$ 197,500	\$ 338,500	\$ -	\$ -	\$ 338,500	\$ 311.42	\$ 348.66	\$ 375.74
040 B008001	22	32	PLEASANT ST	32 PLEASANT STREET LLC	\$ 61,200	\$ 186,200	\$ 247,400	\$ -	\$ -	\$ 247,400	\$ 227.61	\$ 254.82	\$ 274.61
040 B009001	20	30	PLEASANT ST	30 PLEASANT STREET LLC	\$ 28,400	\$ 113,600	\$ 142,000	\$ -	\$ -	\$ 142,000	\$ 130.64	\$ 146.26	\$ 157.62
040 B009002	10	30	PLEASANT ST	HANSON JUNE ANDREA	\$ 27,900	\$ 111,700	\$ 139,600	\$ -	\$ -	\$ 139,600	\$ 128.43	\$ 143.79	\$ 154.96
040 B009003	10	30	PLEASANT ST	HOULE RONALD J &	\$ 28,500	\$ 114,000	\$ 142,500	\$ -	\$ -	\$ 142,500	\$ 131.10	\$ 146.78	\$ 158.18
040 B010001	12	20	PLEASANT ST	18 PLEASANT STREET ASSOCIATES	\$ 138,100	\$ 73,600	\$ 211,700	\$ -	\$ -	\$ 211,700	\$ 194.76	\$ 218.05	\$ 234.99
040 B012001	22	18	PLEASANT ST	18 PLEASANT ST ASSOC	\$ 98,100	\$ 92,300	\$ 190,400	\$ -	\$ -	\$ 190,400	\$ 175.17	\$ 196.11	\$ 211.34
040 B018001	40	51	MAPLE ST	BROUCEK MARGARET A &	\$ 8,100	\$ -	\$ 8,100	\$ -	\$ -	\$ 8,100	\$ 7.45	\$ 8.34	\$ 8.99
040 B020001	21	35	DANFORTH ST	TOBEY LINDA W	\$ 175,200	\$ 195,800	\$ 371,000	\$ -	\$ -	\$ 371,000	\$ 341.32	\$ 382.13	\$ 411.81
040 B021001	13	33	DANFORTH ST	FOX STEPHEN H	\$ 108,200	\$ 100,300	\$ 208,500	\$ -	\$ -	\$ 208,500	\$ 191.82	\$ 214.76	\$ 231.44
040 B022001	40	29	DANFORTH ST	SCHAIR-CARDONA ERICA &	\$ 119,900	\$ -	\$ 119,900	\$ -	\$ -	\$ 119,900	\$ 110.31	\$ 123.50	\$ 133.09
040 B023001	25	13	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC	\$ 96,700	\$ 6,250	\$ 102,950	\$ -	\$ -	\$ 102,950	\$ 94.71	\$ 106.04	\$ 114.27
040 B032001	21	45	DANFORTH ST	CIGRI & DENG PROPERTIES LLC	\$ 131,400	\$ 174,300	\$ 305,700	\$ -	\$ -	\$ 305,700	\$ 281.24	\$ 314.87	\$ 339.33
040 B033001	10	56	PLEASANT ST	SPRAGUE ERIC T	\$ 33,600	\$ 134,200	\$ 167,800	\$ -	\$ -	\$ 167,800	\$ 154.38	\$ 172.83	\$ 186.26
040 B033002	10	56	PLEASANT ST	BARTHELMAN TIMOTHY S	\$ 34,300	\$ 137,200	\$ 171,500	\$ 17,800	\$ -	\$ 153,700	\$ 141.40	\$ 158.31	\$ 170.61
040 B033003	10	56	PLEASANT ST	RUNNING SALLY	\$ 35,100	\$ 140,400	\$ 175,500	\$ 17,800	\$ -	\$ 157,700	\$ 145.08	\$ 162.43	\$ 175.05
040 C001001	16	51	HIGH ST	GILLIS PETER J	\$ 177,000	\$ 574,100	\$ 751,100	\$ -	\$ -	\$ 751,100	\$ 691.01	\$ 773.63	\$ 833.72
040 C002001	15	78	DANFORTH ST	WEST COMPANY	\$ 183,300	\$ 229,500	\$ 412,800	\$ -	\$ -	\$ 412,800	\$ 379.78	\$ 425.18	\$ 458.21
040 C005001	20	101	YORK ST	101 YORK STREET LLC	\$ 382,100	\$ 760,400	\$ 1,142,500	\$ -	\$ -	\$ 1,142,500	\$ 1,051.10	\$ 1,176.78	\$ 1,268.18
040 C005201	10	25	HIGH ST	101 YORK STREET LLC	\$ 66,000	\$ 263,900	\$ 329,900	\$ -	\$ -	\$ 329,900	\$ 303.51	\$ 339.80	\$ 366.19
040 C005202	10	25	HIGH ST	101 YORK STREET LLC	\$ 46,800	\$ 187,000	\$ 233,800	\$ -	\$ -	\$ 233,800	\$ 215.10	\$ 240.81	\$ 259.52
040 C005203	10	25	HIGH ST	101 YORK STREET LLC	\$ 58,400	\$ 233,500	\$ 291,900	\$ -	\$ -	\$ 291,900	\$ 268.55	\$ 300.66	\$ 324.01
040 C005204	10	25	HIGH ST	PARK KYUNG SAM	\$ 46,500	\$ 185,900	\$ 232,400	\$ -	\$ -	\$ 232,400	\$ 213.81	\$ 239.37	\$ 257.86
040 C005206	10	25	HIGH ST	101 YORK STREET LLC	\$ 47,500	\$ 189,900	\$ 237,400	\$ -	\$ -	\$ 237,400	\$ 218.41	\$ 244.52	\$ 263.51
040 C005207	10	25	HIGH ST	GORDON CLAYTON S &	\$ 40,900	\$ 163,600	\$ 204,500	\$ -	\$ -	\$ 204,500	\$ 188.14	\$ 210.64	\$ 227.00
040 C005208	10	25	HIGH ST	101 YORK STREET LLC	\$ 58,500	\$ 233,800	\$ 292,300	\$ -	\$ -	\$ 292,300	\$ 268.92	\$ 301.07	\$ 324.45
040 C005209	10	25	HIGH ST	GATOS PAMELA &	\$ 53,900	\$ 215,500	\$ 269,400	\$ -	\$ -	\$ 269,400	\$ 247.85	\$ 277.48	\$ 299.03
040 C005210	10	25	HIGH ST	101 YORK STREET LLC	\$ 59,200	\$ 236,800	\$ 296,000	\$ -	\$ -	\$ 296,000	\$ 272.32	\$ 304.88	\$ 328.56
040 C005211	10	25	HIGH ST	101 YORK STREET LLC	\$ 53,400	\$ 216,600	\$ 270,000	\$ -	\$ -	\$ 270,000	\$ 248.40	\$ 278.10	\$ 299.70
040 C005212	10	25	HIGH ST	101 YORK STREET LLC	\$ 59,200	\$ 236,600	\$ 295,800	\$ -	\$ -	\$ 295,800	\$ 272.14	\$ 304.67	\$ 328.34
040 C005213	10	25	HIGH ST	PRICE JASON LLOYD &	\$ 53,500	\$ 216,600	\$ 270,100	\$ -	\$ -	\$ 270,100	\$ 248.49	\$ 278.20	\$ 299.81
040 C005214	10	25	HIGH ST	101 YORK STREET LLC	\$ 59,200	\$ 236,600	\$ 295,800	\$ -	\$ -	\$ 295,800	\$ 272.14	\$ 304.67	\$ 328.34
040 C005215	10	25	HIGH ST	101 YORK STREET LLC	\$ 70,300	\$ 281,200	\$ 351,500	\$ -	\$ -	\$ 351,500	\$ 323.38	\$ 362.05	\$ 390.17
040 C005216	10	25	HIGH ST	101 YORK STREET LLC	\$ 59,700	\$ 238,700	\$ 298,400	\$ -	\$ -	\$ 298,400	\$ 274.53	\$ 307.35	\$ 331.22
040 C005301	10	25	HIGH ST	LYONS THOMAS W &	\$ 70,500	\$ 282,000	\$ 352,500	\$ -	\$ -	\$ 352,500	\$ 324.30	\$ 363.08	\$ 391.28
040 C005302	10	25	HIGH ST	101 YORK STREET LLC	\$ 48,900	\$ 195,500	\$ 244,400	\$ -	\$ -	\$ 244,400	\$ 224.85	\$ 251.73	\$ 271.28
040 C005303	10	25	HIGH ST	SMITH TEALE &	\$ 61,300	\$ 245,100	\$ 306,400	\$ 17,800	\$ -	\$ 288,600	\$ 265.51	\$ 297.26	\$ 320.35
040 C005304	10	25	HIGH ST	WALLACE ROBERT C &	\$ 49,500	\$ 198,100	\$ 247,600	\$ -	\$ -	\$ 247,600	\$ 227.79	\$ 255.03	\$ 274.84

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLDG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT '92 RATE	ASSESSMENT AT 1.03 RATE	ASSESSMENT AT 1.11 RATE
040 C005305	10	25	HIGH ST	101 YORK STREET LLC	\$ 62,100	\$ 248,500	\$ 310,600	\$ -	\$ -	\$ 310,600	\$ 285.75	\$ 319.92	\$ 344.77
040 C005306	10	25	HIGH ST	HAMILTON GLENN	\$ 49,600	\$ 198,300	\$ 247,900	\$ -	\$ -	\$ 247,900	\$ 228.07	\$ 255.34	\$ 275.17
040 C005307	10	25	HIGH ST	GRIFFIN ALEXANDER &	\$ 42,200	\$ 168,800	\$ 211,000	\$ -	\$ -	\$ 211,000	\$ 194.12	\$ 217.33	\$ 234.21
040 C005308	10	25	HIGH ST	MARTINEZ DANIEL M &	\$ 61,300	\$ 245,100	\$ 306,400	\$ -	\$ -	\$ 306,400	\$ 281.89	\$ 315.59	\$ 340.10
040 C005309	10	25	HIGH ST	ALDER SUSAN	\$ 56,300	\$ 225,300	\$ 281,600	\$ -	\$ -	\$ 281,600	\$ 259.07	\$ 290.05	\$ 312.58
040 C005310	10	25	HIGH ST	101 YORK STREET LLC	\$ 62,800	\$ 251,100	\$ 313,900	\$ -	\$ -	\$ 313,900	\$ 288.79	\$ 323.32	\$ 348.43
040 C005311	10	25	HIGH ST	LAMPNER GLENNA H &	\$ 57,000	\$ 228,100	\$ 285,100	\$ -	\$ -	\$ 285,100	\$ 262.29	\$ 293.65	\$ 316.46
040 C005312	10	25	HIGH ST	101 YORK STREET LLC	\$ 62,700	\$ 250,900	\$ 313,600	\$ -	\$ -	\$ 313,600	\$ 288.51	\$ 323.01	\$ 348.10
040 C005313	10	25	HIGH ST	101 YORK STREET LLC	\$ 57,000	\$ 228,100	\$ 285,100	\$ -	\$ -	\$ 285,100	\$ 262.29	\$ 293.65	\$ 316.46
040 C005314	10	25	HIGH ST	101 YORK STREET LLC	\$ 62,700	\$ 250,900	\$ 313,600	\$ -	\$ -	\$ 313,600	\$ 288.51	\$ 323.01	\$ 348.10
040 C005315	10	25	HIGH ST	101 YORK STREET LLC	\$ 75,000	\$ 299,800	\$ 374,800	\$ -	\$ -	\$ 374,800	\$ 344.82	\$ 386.04	\$ 416.03
040 C005316	10	25	HIGH ST	101 YORK STREET LLC	\$ 63,600	\$ 254,400	\$ 318,000	\$ -	\$ -	\$ 318,000	\$ 292.56	\$ 327.54	\$ 352.98
040 C005401	10	25	HIGH ST	KEELING MATTHEW R &	\$ 73,800	\$ 291,100	\$ 364,900	\$ 17,800	\$ -	\$ 347,100	\$ 319.33	\$ 357.51	\$ 385.28
040 C005402	10	25	HIGH ST	101 YORK STREET LLC	\$ 51,000	\$ 203,900	\$ 254,900	\$ -	\$ -	\$ 254,900	\$ 234.51	\$ 262.55	\$ 282.94
040 C005403	10	25	HIGH ST	WOON ASHLEY HARDJ	\$ 65,800	\$ 262,600	\$ 328,400	\$ -	\$ -	\$ 328,400	\$ 302.13	\$ 338.25	\$ 364.52
040 C005404	10	25	HIGH ST	AVILES PEDRO M FERNANDEZ &	\$ 52,400	\$ 210,300	\$ 262,700	\$ -	\$ -	\$ 262,700	\$ 241.68	\$ 270.58	\$ 291.60
040 C005405	10	25	HIGH ST	101 YORK STREET LLC	\$ 63,800	\$ 257,300	\$ 321,100	\$ -	\$ -	\$ 321,100	\$ 295.41	\$ 330.73	\$ 356.42
040 C005406	10	25	HIGH ST	OVESON JANELLE L	\$ 52,800	\$ 209,900	\$ 262,700	\$ -	\$ -	\$ 262,700	\$ 241.68	\$ 270.58	\$ 291.60
040 C005407	10	25	HIGH ST	SHELLEY W KIRBY &	\$ 44,800	\$ 181,400	\$ 226,200	\$ -	\$ -	\$ 226,200	\$ 208.10	\$ 232.99	\$ 251.08
040 C005408	10	25	HIGH ST	101 YORK STREET LLC	\$ 63,400	\$ 257,700	\$ 321,100	\$ -	\$ -	\$ 321,100	\$ 295.41	\$ 330.73	\$ 356.42
040 C005409	10	25	HIGH ST	PIASIO GEOFF B	\$ 59,000	\$ 236,600	\$ 295,600	\$ -	\$ -	\$ 295,600	\$ 271.95	\$ 304.47	\$ 328.12
040 C005410	10	25	HIGH ST	101 YORK STREET LLC	\$ 65,900	\$ 262,500	\$ 328,400	\$ -	\$ -	\$ 328,400	\$ 302.13	\$ 338.25	\$ 364.52
040 C005411	10	25	HIGH ST	SCHAFFER MORGAN &	\$ 59,000	\$ 236,600	\$ 295,600	\$ -	\$ -	\$ 295,600	\$ 271.95	\$ 304.47	\$ 328.12
040 C005412	10	25	HIGH ST	101 YORK STREET LLC	\$ 66,100	\$ 262,300	\$ 328,400	\$ -	\$ -	\$ 328,400	\$ 302.13	\$ 338.25	\$ 364.52
040 C005413	10	25	HIGH ST	101 YORK STREET LLC	\$ 59,000	\$ 236,600	\$ 295,600	\$ -	\$ -	\$ 295,600	\$ 271.95	\$ 304.47	\$ 328.12
040 C005414	10	25	HIGH ST	101 YORK STREET LLC	\$ 66,100	\$ 262,300	\$ 328,400	\$ -	\$ -	\$ 328,400	\$ 302.13	\$ 338.25	\$ 364.52
040 C005415	10	25	HIGH ST	101 YORK STREET LLC	\$ 76,800	\$ 310,000	\$ 386,800	\$ -	\$ -	\$ 386,800	\$ 355.86	\$ 398.40	\$ 429.35
040 C005416	10	25	HIGH ST	101 YORK STREET LLC	\$ 66,200	\$ 265,900	\$ 332,100	\$ -	\$ -	\$ 332,100	\$ 305.53	\$ 342.06	\$ 368.63
040 C005501	10	25	HIGH ST	CHANG BENNY &	\$ 54,500	\$ 346,900	\$ 401,400	\$ -	\$ -	\$ 401,400	\$ 369.29	\$ 413.44	\$ 445.55
040 C005502	10	25	HIGH ST	101 YORK STREET LLC	\$ 55,600	\$ 221,700	\$ 277,300	\$ -	\$ -	\$ 277,300	\$ 255.12	\$ 285.62	\$ 307.80
040 C005503	10	25	HIGH ST	101 YORK STREET LLC	\$ 71,200	\$ 282,900	\$ 354,100	\$ -	\$ -	\$ 354,100	\$ 325.77	\$ 364.72	\$ 393.05
040 C005504	10	25	HIGH ST	FREEDMAN PAUL R TRUSTEE	\$ 57,300	\$ 227,300	\$ 284,600	\$ -	\$ -	\$ 284,600	\$ 261.83	\$ 293.14	\$ 315.91
040 C005505	10	25	HIGH ST	101 YORK STREET LLC	\$ 69,500	\$ 280,800	\$ 350,300	\$ -	\$ -	\$ 350,300	\$ 322.28	\$ 360.81	\$ 388.83
040 C005506	10	25	HIGH ST	101 YORK STREET LLC	\$ 63,100	\$ 214,200	\$ 277,300	\$ -	\$ -	\$ 277,300	\$ 255.12	\$ 285.62	\$ 307.80
040 C005507	10	25	HIGH ST	101 YORK STREET LLC	\$ 49,500	\$ 198,000	\$ 247,500	\$ -	\$ -	\$ 247,500	\$ 227.70	\$ 254.93	\$ 274.73
040 C005508	10	25	HIGH ST	101 YORK STREET LLC	\$ 70,000	\$ 280,300	\$ 350,300	\$ -	\$ -	\$ 350,300	\$ 322.28	\$ 360.81	\$ 388.83
040 C005509	10	25	HIGH ST	GALLUZZO DONNA &	\$ 63,100	\$ 250,700	\$ 313,800	\$ -	\$ -	\$ 313,800	\$ 288.70	\$ 323.21	\$ 348.32
040 C005510	10	25	HIGH ST	LARLEE BRENT A &	\$ 70,700	\$ 279,600	\$ 350,300	\$ -	\$ -	\$ 350,300	\$ 322.28	\$ 360.81	\$ 388.83
040 C005511	10	25	HIGH ST	OSTERGAARD LLC	\$ 62,900	\$ 250,900	\$ 313,800	\$ -	\$ -	\$ 313,800	\$ 288.70	\$ 323.21	\$ 348.32
040 C005512	10	25	HIGH ST	101 YORK STREET LLC	\$ 69,500	\$ 280,800	\$ 350,300	\$ -	\$ -	\$ 350,300	\$ 322.28	\$ 360.81	\$ 388.83
040 C005513	10	25	HIGH ST	101 YORK STREET LLC	\$ 62,900	\$ 250,900	\$ 313,800	\$ -	\$ -	\$ 313,800	\$ 288.70	\$ 323.21	\$ 348.32
040 C005514	10	25	HIGH ST	101 YORK STREET LLC	\$ 69,500	\$ 280,800	\$ 350,300	\$ -	\$ -	\$ 350,300	\$ 322.28	\$ 360.81	\$ 388.83
040 C005515	10	25	HIGH ST	101 YORK STREET LLC	\$ 84,500	\$ 338,800	\$ 423,300	\$ -	\$ -	\$ 423,300	\$ 389.44	\$ 436.00	\$ 469.86
040 C005516	10	25	HIGH ST	101 YORK STREET LLC	\$ 71,100	\$ 283,000	\$ 354,100	\$ -	\$ -	\$ 354,100	\$ 325.77	\$ 364.72	\$ 393.05
040 C009001	31	50	DANFORTH ST	BROWN J B & SONS	\$ 668,200	\$ 240,000	\$ 908,200	\$ -	\$ -	\$ 908,200	\$ 835.54	\$ 935.45	\$ 1,008.10
040 C014001	14	41	HIGH ST	SACRE LINDA &	\$ 150,300	\$ 182,300	\$ 332,600	\$ -	\$ -	\$ 332,600	\$ 305.99	\$ 342.58	\$ 369.19
040 C015001	10	37	HIGH ST	CORRALES ANNAMARIE &	\$ 27,100	\$ 108,400	\$ 135,500	\$ -	\$ -	\$ 135,500	\$ 124.66	\$ 139.57	\$ 150.41
040 C015002	10	37	HIGH ST	SOLSTICE INVESTMENTS LLC	\$ 21,700	\$ 86,700	\$ 108,400	\$ -	\$ -	\$ 108,400	\$ 99.73	\$ 111.65	\$ 120.32
040 C015003	10	37	HIGH ST	BAHLARGEON CHARLES C	\$ 52,900	\$ 211,400	\$ 264,300	\$ -	\$ -	\$ 264,300	\$ 243.16	\$ 272.23	\$ 293.37
040 C015004	10	37	HIGH ST	THIS THYME AROUND LLC	\$ 25,000	\$ 100,100	\$ 125,100	\$ -	\$ -	\$ 125,100	\$ 115.09	\$ 128.85	\$ 138.86
040 C016001	12	31	HIGH ST	BERNOTAVICZ JARAD	\$ 152,000	\$ 125,600	\$ 277,600	\$ -	\$ -	\$ 277,600	\$ 255.39	\$ 285.93	\$ 308.14
040 C021001	6	27	HIGH ST	BROWN J B & SONS	\$ 585,500	\$ 2,832,800	\$ 3,418,300	\$ -	\$ -	\$ 3,418,300	\$ 3,144.84	\$ 3,520.85	\$ 3,794.31
040 C026001	24	75	YORK ST	75 YORK STREET LLC	\$ 165,600	\$ 503,400	\$ 669,000	\$ -	\$ -	\$ 669,000	\$ 615.48	\$ 689.07	\$ 742.59
040 C030001	21	53	YORK ST	CASTINE 53 LLC	\$ 119,000	\$ 807,800	\$ 926,800	\$ -	\$ -	\$ 926,800	\$ 852.66	\$ 954.60	\$ 1,028.75
041 A016001	22	252	COMMERCIAL ST	WATERFRONT MAINE	\$ 129,800	\$ 15,058,000	\$ 15,187,800	\$ -	\$ -	\$ 15,187,800	\$ 13,972.32	\$ 15,642.92	\$ 16,857.90
042 A001001	21	383	COMMERCIAL ST	DEERING PROPERTY	\$ 1,629,100	\$ 707,760	\$ 2,336,860	\$ -	\$ -	\$ 2,336,860	\$ 2,149.91	\$ 2,406.97	\$ 2,593.91
042 A007001	22	54	YORK ST	RUFUS DEERING COMPANY	\$ 306,300	\$ 1,072,400	\$ 1,378,700	\$ -	\$ -	\$ 1,378,700	\$ 1,268.40	\$ 1,420.06	\$ 1,530.36
042 C001110	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 31,630	\$ 126,530	\$ 158,160	\$ -	\$ 158,160	\$ -	\$ -	\$ -	\$ -
042 C001120	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 28,870	\$ 115,480	\$ 144,350	\$ -	\$ 144,350	\$ -	\$ -	\$ -	\$ -
042 C001130	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 17,080	\$ 68,300	\$ 85,380	\$ -	\$ -	\$ 85,380	\$ 78.55	\$ 87.94	\$ 94.77
042 C00114A	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 11,980	\$ 47,900	\$ 59,880	\$ -	\$ -	\$ 59,880	\$ 55.09	\$ 61.68	\$ 66.47

PDD District Property Listing for both CURRENT and PROPOSED expansion area for FY2019. PP. 1 through 18 lists the current property owners; pp. 19 through 23 lists proposed expansion property owner and totals.

PARCEL ID	LU CODE	ST NO	LOCATION	OWNER	APR LAND	APR BLOG	APR TOTAL	ST. EXEMPT.	OTHER EXEMPT.	ASSESSED VALUE	ASSESSMENT AT:92 RATE	ASSESSMENT AT:1.03 RATE	ASSESSMENT AT:1.11 RATE
042 C00114B	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 6,180	\$ 24,700	\$ 30,880	\$ -	\$ -	\$ 30,880	\$ 28.41	\$ 31.81	\$ 34.28
042 C00114C	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 2,930	\$ 11,700	\$ 14,630	\$ -	\$ -	\$ 14,630	\$ 13.46	\$ 15.07	\$ 16.24
042 C00114D	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 2,900	\$ 11,600	\$ 14,500	\$ -	\$ -	\$ 14,500	\$ 13.34	\$ 14.94	\$ 16.10
042 C001150	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 11,380	\$ 45,500	\$ 56,880	\$ -	\$ 56,880	\$ -	\$ -	\$ -	\$ -
042 C001160	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 2,750	\$ 11,000	\$ 13,750	\$ -	\$ -	\$ 13,750	\$ 12.65	\$ 14.16	\$ 15.26
042 C001170	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 2,780	\$ 10,900	\$ 13,630	\$ -	\$ -	\$ 13,630	\$ 12.54	\$ 14.04	\$ 15.13
042 C00118A	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 4,330	\$ 17,300	\$ 21,630	\$ -	\$ -	\$ 21,630	\$ 19.90	\$ 22.28	\$ 24.01
042 C00118B	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 4,330	\$ 17,300	\$ 21,630	\$ -	\$ -	\$ 21,630	\$ 19.90	\$ 22.28	\$ 24.01
042 C001188	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 4,200	\$ 16,800	\$ 21,000	\$ -	\$ -	\$ 21,000	\$ 19.32	\$ 21.63	\$ 23.31
042 C001190	20	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 4,200	\$ 16,800	\$ 21,000	\$ -	\$ -	\$ 21,000	\$ 19.32	\$ 21.63	\$ 23.31
042 C001210	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 346,680	\$ 1,386,700	\$ 1,733,380	\$ -	\$ 1,733,380	\$ -	\$ -	\$ -	\$ -
042 C001310	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 161,070	\$ 644,280	\$ 805,350	\$ -	\$ 805,350	\$ -	\$ -	\$ -	\$ -
042 C001320	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 18,580	\$ 74,320	\$ 92,900	\$ -	\$ 92,900	\$ -	\$ -	\$ -	\$ -
042 C001330	55	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 55,530	\$ 222,110	\$ 277,640	\$ -	\$ 277,640	\$ -	\$ -	\$ -	\$ -
042 C001CCL	54	344	COMMERCIAL ST	GULF OF MAINE PROPERTIES INC	\$ 105,950	\$ 423,810	\$ 529,760	\$ -	\$ 529,760	\$ -	\$ -	\$ -	\$ -
045 A033001	15	177	STATE ST	RANS LLC	\$ 120,200	\$ 258,700	\$ 378,900	\$ -	\$ -	\$ 378,900	\$ 348.59	\$ 390.27	\$ 420.58
046 D008001	11	15	AVON ST	REDFERN LONGFELLOW LLC	\$ 99,300	\$ 146,000	\$ 245,300	\$ -	\$ -	\$ 245,300	\$ 225.68	\$ 252.66	\$ 272.28
444 A001001	56	54	COMMERCIAL ST	CITY OF PORTLAND	\$ 7,161,400	\$ 4,650,500	\$ 11,811,900	\$ -	\$ 11,811,900	\$ -	\$ -	\$ -	\$ -
444 A005001	56	46	COMMERCIAL ST	CITY OF PORTLAND	\$ 750,000	\$ 1,925,200	\$ 2,675,200	\$ -	\$ 2,675,200	\$ -	\$ -	\$ -	\$ -
444 A00500B	20	46	COMMERCIAL ST	CASCO BAY MHR LLC	\$ 750,000	\$ 2,032,100	\$ 2,782,100	\$ -	\$ -	\$ 2,782,100	\$ 2,559.53	\$ 2,865.56	\$ 3,088.13
444 A011001	58	54	COMMERCIAL ST	CITY OF PORTLAND	\$ 343,000	\$ -	\$ 343,000	\$ -	\$ 343,000	\$ -	\$ -	\$ -	\$ -
SUBTOTAL (EXPANDED DISTRICT ONLY):							\$ 163,500,880	\$ 290,140	\$ 69,344,500	\$ 93,866,240	\$ 86,356.94	\$ 96,682.23	\$ 104,191.53

260 Total Parcels
 213 Taxable
 47 Tax Exempt

Plus current district totals: \$ 773,050.17 \$ 865,480.08 \$ 932,701.83

GRAND Total for Current and Expanded District: \$ 859,407.11 \$ 962,162.30 \$ 1,036,893.36

MASTER AGREEMENT
BETWEEN THE CITY OF
PORTLAND AND
DOWNTOWN IMPROVEMENT DISTRICT,
INC.
D/b/a PORTLAND DOWNTOWN

AGREEMENT made by and between the CITY OF PORTLAND,
a municipal corporation of the State of Maine,
hereinafter referred to as the "CITY" and DOWNTOWN
IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN, a
Maine non-profit corporation, having its office and place
of business at Portland, Maine, hereinafter referred to
as the "CORPORATION".

WHEREAS, the CITY has established a Downtown Improvement
District; and

WHEREAS, the CITY desires to have certain services
performed by the CORPORATION, as described in this
Agreement, within the CITY's Downtown Improvement District
(hereinafter referred to as the "District"; and

WHEREAS, the CITY desires to contract with the
CORPORATION for the provision of certain services to be
provided in the District;

NOW, THEREFORE, in consideration of the covenants herein
contained, the parties hereto mutually agree as follows:

ARTICLE I. FINANCIAL CONSIDERATIONS

1. The **CITY** will levy development district assessments on property in the District, as authorized by the City Council and permitted by law. **CITY**-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the **CITY**.
2. For the period commencing July 1, 2018 and ending June 30, 2019 the City will pay the **CORPORATION** in monthly installments, to reflect the assessments collected by the City, less the **CITY**'s direct and indirect costs, such as, but not limited to, postage, publication, lien costs and costs of delinquent collection. Installment payments will be made on the 1st of each month beginning July 2018 through and including June 1, 2019.
3. The **CITY** may adjust such payments, after an advisory consultation with representatives of the **CORPORATION** either: (i) in order to equal the net assessments collected; or (ii) in the event of any challenge to the assessments which includes a request for a refund, to withhold such amounts as the Director of Finance may deem necessary to protect the City from any order or judgment requiring it to make a refund.

In addition to the foregoing, the **CITY** will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by **CITY** shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Master Agreement or Supplemental Services Agreement with the **CITY**. **CITY** will provide the **CORPORATION** with written detail as to any deductions taken from payments under this paragraph.

4. Advancements made hereunder shall be reimbursed to the **CITY** from receipts from development district assessments, net of any of the costs referred to in Paragraph 2.
5. Notwithstanding the foregoing, **CORPORATION** agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur

expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit A, or any subsequent amendments thereto approved by the **CITY**.

6. The **CITY** and the **CORPORATION** have accepted the **CORPORATION's** budget and Development Program in Exhibit A, covering the period beginning on July 1, 2018, and ending on June 30, 2019. City Council approval of the assessment mil rate provides funding to support the **CORPORATION'S** budget and Development Program.
7. The parties agree that the acceptance of the budget by the **CITY** is for planning purposes only and does not obligate the **CITY** to pay the **CORPORATION** said amounts. **CORPORATION** specifically acknowledges the **CITY's** right to either terminate or reduce its payments as provided in Paragraph 2.
8. The **CORPORATION** will provide the Director of Finance with an annual certified financial statement in a form acceptable to him, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
9. The Director of Finance of the City of Portland will advise the **CORPORATION**, from month to month, of the amounts the **CITY** has collected from the assessments referred to herein, so that the **CORPORATION** can amend its budget to conform with the amount of money which may be available to it from the net proceeds of the development district assessments.
10. The **CITY** will maintain the level of "Basic Services" described in the memorandum which is attached hereto as Exhibit B.
11. The **CORPORATION** shall have reasonable access to the **CITY's** assessment collection records, and the **CITY** shall have reasonable access to the **CORPORATION's** books and records.

12. The Director of Finance shall determine the net amount collected by the City from development district assessments. In determining such amount, he shall deduct from the amounts so collected all costs (whether direct or indirect) incurred by the **CITY** both in establishing and also in administering the development district; all costs of assessments and collections; and, if the **CITY** should collect interest on delinquent assessments, such interest shall not be included in the "net amount collected".
13. The Director of Finance shall determine the "net amount collected from development district assessments" as well as the amount to be withheld by the **CITY** in the event of a challenge which includes a request for a refund. The **CORPORATION** may appeal his determination within fourteen (14) days to the **CITY** Manager whose decision will be final.

ARTICLE II. SERVICES

A. ORGANIZATION OF CORPORATION.

The **CORPORATION** will:

1. Provide staff and administrative services for supervision of the daily activities and public space management of the District.
2. Establish positions for administration and management of the program; recruit, hire, and pay and otherwise supervise the work force necessary to implement this charge.
3. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
4. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between the **CORPORATION** and persons subject to development district assessments regarding the kind and level of services provided by the

CORPORATION.

5. Provide liaison between the **CITY**, the District, property owners, civic groups, interested persons, and other groups and individuals, as directed by the **CITY** Manager and necessary to insure the successful implementation of District services.
6. Maintain all minutes and records of proceedings as may be required.

B. SERVICES AUTHORIZED TO BE PROVIDED BY CORPORATION.

The **CORPORATION** is authorized to provide the following services to supplement the **CITY's** "Basic Services" as described in Exhibit B.

1. Decorate and beautify public places in the District.
2. Sponsor and promote public events to take place on or in public places in the District.
3. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
4. Maintain information and directional signing for the District in accordance with applicable City codes and ordinances.
5. Improve public relations, generating favorable publicity for, and enhancing economic growth in, the District.
6. Manage vending activities, kiosks and information booths.
7. Sweep and clean sidewalks in the District.
8. Clean and erase graffiti.
9. Maintain vegetation and greenery in the public areas.

10. Remove trash and litter.
11. Wash, maintain and relocate street furniture, trash cans, drinking fountains, street lanterns, telephones and undertake minor repairs to street furniture.
12. Remove snow.
13. Provide for security of public areas.
14. Carry out the downtown improvement program authorized and approved by the **CITY** Council as set forth in this Agreement.

C. AUTHORITY OF CORPORATION.

Nothing in this Agreement shall be construed to limit the **CORPORATION's** general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE III. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2018, and continue through, June 30, 2019.

ARTICLE IV. TERMINATION

This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the **CITY** at such time as the **CORPORATION's** performance under this Agreement has been determined in the exclusive judgment of the **CITY** Manager to be unsatisfactory which determination shall not be unreasonable.

If the **CORPORATION** should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the **CITY** Manager specifying such failure, then, upon expiration of the thirty (30) day period, the **CITY** Manager may provide the **CORPORATION** with notice of his intention to terminate the Agreement as provided herein.

The **CORPORATION** shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the **CITY** Manager should determine, at the expiration of the ninety (90) day period, that the **CORPORATION's** performance is still unsatisfactory and declare that the Agreement is terminated, the **CORPORATION** shall have the right to appeal his decision to the City Council.

The appeal to the **CITY** Council shall be filed with the **CITY** Manager within seven (7) business days from the date the **CORPORATION** receives the notice of termination.

The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the **CITY** Council has acted on the appeal.

The **CORPORATION** shall be deemed to have good cause to terminate this Agreement if (i) the **CITY**, pursuant to the provisions of Article I, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2018 to December 31, 2018, and January 1, 2019 to June 30, 2019; (ii) if the **CITY** should be more than 30 days in arrears in any payment due hereunder; or (iii) the **CITY** should fail to maintain "Basic Services", as that phrase is defined herein, in a material and substantial way.

In the event the **CORPORATION** should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

Nothing herein shall be construed as giving the **CORPORATION** the right to perform the work contemplated under this Agreement beyond the time when the **CORPORATION's** services become unsatisfactory as determined by the **CITY** Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the **CITY** Council has affirmed the **CITY** Manager's decision. In case the **CORPORATION** should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of the **CORPORATION** to fulfill its obligations under this Agreement, the **CORPORATION** shall be reimbursed for all services

satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, the **CORPORATION** shall:

A. With respect to existing activities, take only such actions as the **CITY** Manager shall direct;

B. Assign to the **CITY** in the manner, at the times and only to the extent the **CITY**, acting by and through its **CITY** Manager, may direct it to do so, all the rights, title and interest of the **CORPORATION** in and to all existing orders and agreements.

C. To the extent rights, title and interests of the **CORPORATION** in and to existing orders and agreements may be assigned to the **CITY** and accepted by it; obligations incurred on or after such assignment will be assumed by the **CITY**. Otherwise, the **CORPORATION** shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.

D. Deliver to the **CITY**, in the manner, at the times and to the extent directed by the **CITY** Manager, all documents and data produced by the **CORPORATION** as part of or in connection with the work.

ARTICLE V. ASSIGNMENT

The **CORPORATION** covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the **CITY**.

ARTICLE VI. AREA COVERED

The services will be provided by the **CORPORATION** in the area designated by the **CITY** Council as the Downtown Improvement District of the **CITY** (hereinafter the "District"). A description and map thereof are attached as Exhibits C and D respectively and incorporated herein.

ARTICLE VII. STANDARD OF PERFORMANCE

All services performed under this Agreement either by or on behalf of the **CORPORATION** shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the **CITY** Manager. All Basic Services performed by or on behalf of the City pursuant to Exhibit B shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the Portland Downtown Board of Directors.

ARTICLE VIII. MANAGEMENT OF PERFORMANCE

The **CITY**'s Director of Public Works and/or designee and the **CORPORATION**'S Executive Director and/or designee agree to meet and communicate on a monthly basis using a standard meeting agenda format to address regular topic reviews, including but not limited to quality control in service delivery, updated information on service activities, programs and projects. These services are detailed in this Agreement, its Exhibits, and also in the Supplemental Services Agreement executed contemporaneously with this Master Agreement - and its Exhibit(s).

ARTICLE IX. COMPLIANCE WITH LAW

The **CORPORATION** will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. The **CORPORATION** shall include a similar provision in each of its subcontracts.

ARTICLE X. INDEMNIFICATION

The **CORPORATION** shall, at its own cost and expense, defend, indemnify, and hold harmless the **CITY**, its officers, agents, and employees, from and against the following:

- (a) to the fullest extent permitted by law, the **CORPORATION** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is: (1)

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of the **CORPORATION**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

(b) all claims and liens of the **CORPORATION's** consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

ARTICLE XI. INSURANCE

Neither the **CORPORATION** nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the **CITY**.

Prior to the execution of this Agreement, the **CORPORATION** will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the **CORPORATION** shall name the **CITY** as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. Prior to execution of this Agreement, the **CORPORATION** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from the insurance provider or agent. **CORPORATION**

shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONTRACTOR shall provide CITY with a complete copy of any of the above-referenced policies. CONTRACTOR shall be responsible for any and all deductibles and/or self-insured retentions.

ARTICLE XII. INDEPENDENT CONTRACTOR

The CORPORATION either has or will secure, at its own expense, all personnel, materials, and equipment required to perform its obligation under this Agreement. Its personnel shall neither include any employee of the CITY nor shall such personnel be deemed to have any contractual relationship with the CITY by virtue of this Agreement. This Agreement does not prohibit either the CORPORATION or the CITY from entering into any contractual relationship. The CORPORATION, agreeing expressly that its status is that of an independent contractor, further, agrees that no such personnel shall represent or hold himself or herself out to be an officer or employee of the CITY either by reason of this Agreement or by reason of his/her employment by the CORPORATION or its subcontractors.

ARTICLE XIII. SUBCONTRACTS

The CORPORATION may, after thirty (30) days' notice in advance to the CITY Manager of its intention to do so, and with his approval, which shall not be unreasonably withheld, subcontract with third parties for the provision of part or all of the public services, including, but not limited to, security services, trash and litter removal, and snow removal, under this Agreement. The CORPORATION shall provide the CITY with copies of any third party contracts and with any insurance certificates required under this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of June, 2017.

WITNESS

CITY OF PORTLAND

_____ By: _____
Jon P. Jennings
Its City Manager

WITNESS

DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

_____ By: _____
Kim Volk
Its Board Chairman

Approved as to Form: _____ (Corporation Counsel)

Approved as to Funds: _____ (Finance Department)

EXHIBIT A

TO BE INSERTED FOLLOWING
CITY COUNCIL APPROVAL OF BUDGET ON 6/18/2018

EXHIBIT B TO MASTER AGREEMENT
(BASELINE SERVICES)

MEMORANDUM RELATED TO THE
PROVISION OF CERTAIN SERVICES
BY THE CITY OF PORTLAND

(July 1, 2018 - June 30, 2019)

This Memorandum relating to the provision of certain services attempts to define the baseline of City services agreed to be provided by the City to the area defined and designated as the Downtown Improvement District as passed by the City Council on March 16, 1992 (Council Order #306, as amended on February 22, 1995, by Council Order #185; and again amended on March 1, 2004 by Council order #158). This Memorandum is not binding upon the current City Council or any future City Council, but rather is a definition of the City's intent and good faith to provide services to the Downtown Improvement District zone.

It is generally understood that the City shall not reduce any of these usual and normal baseline services, thus requiring the same services to be provided by the Downtown Improvement District, Inc. (d/b/a Portland Downtown (PD) or its successors, unless these reductions are part of an overall reduction of City services provided by various departments to the City as a whole.

MAINTENANCE SERVICES.

Whereas it is the intention of any downtown improvement district maintenance program to complement existing City services currently provided with a supplementary program of cleaning and/or maintenance, the following information shall comprise the baseline of City services to be provided at City expense. Unless otherwise noted, services to be provided by the City shall apply only to the area(s) considered part of the public way.

1) Horticultural Program.

In all public areas within the downtown improvement district zone, the City's Parks and Recreation Department will maintain and improve the condition of all flower urns and other flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activity shall include the initial

planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees. Specific areas of attention will include Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, and any other public park, square or space which may be developed in the future.

2) Green Space Maintenance.

The City shall execute a green space maintenance program including mowing of all public grassed areas within the District.

3) Downtown Blitz.

Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trashcans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

4) Sidewalk Repair.

To the extent it is funded, the City will undertake an on-going sidewalk repair program to re-grout existing sidewalks and replace bituminous sidewalk repairs with permanent repairs.

5) Street Sweeping.

All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line once per week.

6) Trash Removal.

Daily and when necessary emptying of all public trash receptacles in the downtown improvement district zone and disposal of resulting waste.

7) Holiday Decorations.

Installation and removal of downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles and common area trees such as Tommy's Park, and banners as agreed by the City and PDD, and provide for electrical energy related costs.

8) Snow Plowing.

The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

9) Streetscape Amenity Maintenance.

The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trashcans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that are now or at some point in the future may be installed. All repairs, etc. will take place within a reasonable time after notice of need.

10) Lighting.

Maintenance and replacement of all street lights and traffic signals and payment for necessary electrical energy.

11) Graffiti removal on public property.

12) Prioritization

PD shall have the opportunity to participate with City staff from the Department of Public Works in the prioritization of all proposed capital improvement projects within the District including, but not limited to, tree well reconstruction and sidewalk repairs. PD officials recognize that City staff also work closely with the City Manager's office and the City Council for project priorities.

POLICE SERVICES.

- 1) A minimum of four uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
- 2) As long as the Senior Lead Officer Program is in effect, at least one Senior Lead Officer will be assigned to the Downtown Improvement District area.
- 3) From the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels. Every effort will be made to assign two officers during those hours that retail shops are open.

OTHER MUNICIPAL SERVICES.

Whereas it is the intention of any downtown improvement district program to complement existing City services currently provided by departments or divisions, other than those described above, with supplemental services, the following information shall comprise the baseline of other City services to be provided at City expense.

- 1) Coordination of the use of downtown's public spaces within the District.
- 2) Coordination and staffing City services required for events occurring in downtown Portland.
- 3) As previously existing events, the City will provide necessary services to support the annual Tree Lighting Ceremony and the annual one-day Old Port Festival within the boundaries established by City Council order #168-21/13; to wit: the area bordered by Congress, Pearl, Commercial, Center, Union and Temple Streets and including both sidewalks of Commercial Street with no costs charged to the PDD for these events.

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Pleasant Street;

Thence southwesterly along the northwesterly side of Pleasant Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 5/11/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

**Portland
Downtown District
Boundary Map**
May 11, 2018

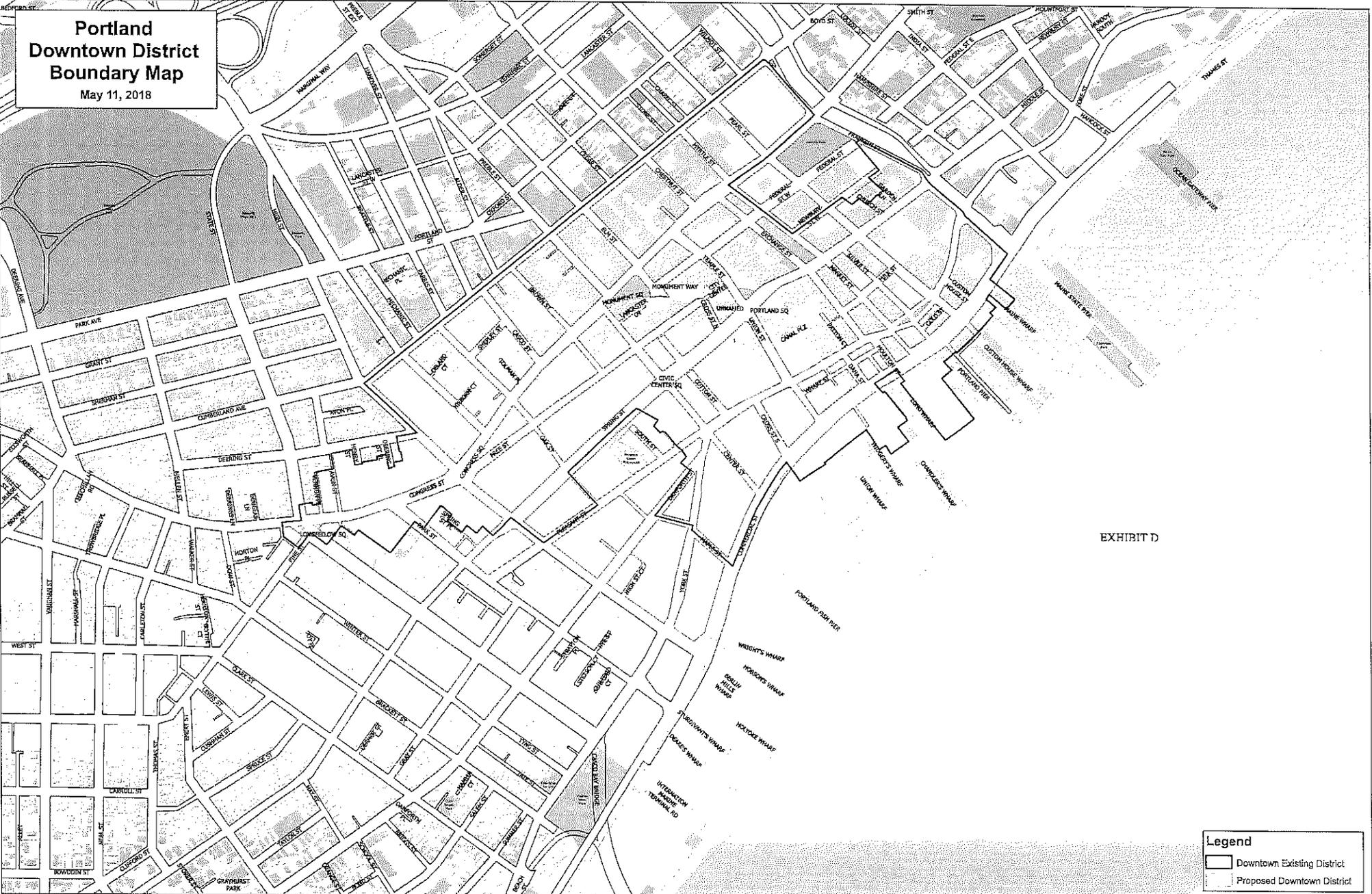


EXHIBIT D

Legend

-  Downtown Existing District
-  Proposed Downtown District

SUPPLEMENTAL SERVICES AGREEMENT BETWEEN
DOWNTOWN IMPROVEMENT DISTRICT, INC. d/b/a
PORTLAND DOWNTOWN

AND

CITY OF PORTLAND

AGREEMENT made this ____ day of June, 2018, by and between the City of Portland, a municipal corporation duly organized under the laws of the State of Maine, with an address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**City**") and Downtown Improvement District, Inc., d/b/a Portland Downtown, a Maine non-profit corporation, having its office and place of business at 549 Congress Street, Portland, Maine 04101 (hereinafter the "**PD**").

W.I.T.N.E.S.S.E.T.H.

WHEREAS, the **City** and **PD** entered into a Master Agreement of even date establishing mutual rights and responsibilities for the provision of services in the Downtown Improvement District (hereinafter the "**District**"); and

WHEREAS, said Master Agreement established the Baseline Services to be provided by **City** in the **District**; and

WHEREAS, **PD** wishes to contract with the **City** to have the **City** provide, on a flexible basis depending upon funds available, Supplemental Maintenance Services in addition to those in the Master Agreement;

NOW THEREFORE, the parties do hereby agree as follows:

1. Supplemental Services: The **City** shall provide the following Personnel and Services (hereinafter the "Supplemental Services") in the District in addition to the Baseline Services provided in the Master Agreement:

1.1. Personnel:

One PD Steward		
One Public Services Supervisor	Days	52 Weeks
Three Maintenance Worker	Days	52 Weeks
Two Laborers	Days	Seasonal

- 1.2. Persons providing Supplemental Services hereunder shall be assigned by the **City** after providing reasonable opportunity to **PD** for requests for service. Such persons are not required to be employees of the **City**. Such persons shall not, however, be considered to be employees of **PD** and **PD** is not intended, nor shall it be deemed to be, a joint employer with **City**. As between the **City** and **PD**, **City** shall be responsible for all aspects of employment for all persons supplied by **City** pursuant to this Agreement, including compensation, liability and workers compensation coverage, employment taxes and any applicable fees.

1.3 Services to be provided are:

- *Transportation and set-up of materials and equipment for planned special events activities of **PD** (as outlined in Exhibit A to the SSA; Section 2).
- *Litter patrol, collection and disposal on streets, sidewalks, tree wells and public areas within the District.
- *Graffiti removal from City property within 5 days of notification.
- *Removal of posters from **PD** posterboards (at a minimum of monthly).
- *Check Condition, catalogue, and if necessary,

paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items: benches, trash/recycling receptacles, light pole bases, planters.

- *Sidewalks will be swept on a daily basis, weather and season permitting.
- *Cleaning, weeding, and maintenance of tree wells at a minimum of once per month.
- *Weed control in support of other City departments performing 'basic services'
- *Snow clearance at crosswalks and from sidewalks during curb to curb snow removal
- *Installation of Holiday decoration in the District as agreed with PD, in addition to those described in the Baseline Services provided in the Master Agreement, including electrical energy costs
- *Maintenance and cleaning of Visitor's Booth in Tommy's Park at least once per month during season (May-October)
- *Clean and maintain the bathrooms, located in the Fore Street Garage and Spring Street Garage buildings, when the bathrooms are open to the public, cleaning to occur no later than 10am on days the bathrooms are open to the public.

1.3.1. PD Sidewalk Snow Plowing Program. All property owners in the District assessment area are responsible for maintaining their sidewalks in the winter pursuant to Portland City Code §§25-173(C) and 25-174(C), including snow removal from their property line to the street gutter and ice control.

1.3.2. Following a snow storm, the **City** will provide a clear walkway no less than the width of a Holder's capability. To the extent reasonable, the **City** will clear the sidewalk area but it is not the intent of the parties that the **City** will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed

due to equipment capability, the **City**, in its discretion, may choose to delay, clearing of the sidewalks, but must complete the work within 24 hours of the storm being complete.

1.3.3. Management of Supplemental Services. The City's Public Works Director and/or Designee and PD's Executive Director and/or Designee (Downtown Experience Liaison) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations; providing updated information on service activities, programs and projects. The Public Works Department will provide a staff contact to PD for direct communications, which is identified as the Districting Supervisor and PD Supervisor. A point of contact for PD officials is the PD Supervisor and District Coordinator. Conversely, Department of Public Works looks to the PD Executive Director or designee as the City's point of contact on all issues involving PD matters. A complete work plan and list of Services provided under this FY2019 agreement is provided in Exhibit A hereto.

2. Term: The term of this Agreement is from July 1, 2018 through June 30, 2019.

3. Budget and Payment: In consideration for these Supplemental Services, **PD** agrees to pay the **City**, in equal monthly installments, for all Supplemental Services provided hereunder the total sum of \$380,000 for FY2019. The **City** shall bill and **PD** shall pay the **City** beginning July 1, 2018, a monthly payment of \$31,666.

3.1. In the event **PD** requests services from **City** in addition to those included herein, **City** shall have the option, in its sole discretion to provide such services, with payment to be made by **PD** for any such services on a Time and Materials basis, or such other basis as the parties may agree in writing. "Time" as used herein shall

mean all of the **City's** employee costs, i.e. hourly wages or salary. "Materials" as used herein shall mean the actual cost to the **City** of equipment, materials and/or supplies provided or used, with no additional markup.

4. Modifications: It is understood and agreed by the parties that **City** has adopted an expenditure budget which includes the cost of these Supplemental Services and has adopted a revenue budget which provides for the reimbursement of such costs by **PD** as provided hereunder. In the event that either **PD** or the **City** anticipates that there will be insufficient revenues to pay for such Supplemental Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Services which the **City** is able to provide. It shall be the responsibility of **PD** to notify **City** as soon as reasonably possible if such Supplemental Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the **City** will have no obligation to provide Services in excess of **PD** funds available to reimburse **City**; however, **City** will have the right, but not the obligation, to continue to provide Supplemental Services to the extent provided in the **City** budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under Section 3 above.

- 4.1. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.

- 4.2. In the event Supplemental Services are terminated for any reason by either party, it shall be in **City's** discretion as to whether it will continue or resume providing such Supplemental Services.

- 4.3. **PD** agrees to give the City Manager or the Manager's designee advance written notice of any formal meeting of its Directors or Officers at which modification of the current year Supplemental Services budget is to be discussed

or considered, and to permit the attendance of **City** representative at such meeting. **City** and **PD** agree to provide copies of draft budgets for the upcoming fiscal year reasonably in advance of any final decision by **PD** or the **City** as to said budget, and the parties agree to meet and confer in regard to such budgets.

5. **City's** representative in regard to provision of Supplemental Services hereunder is the City Manager or the Manager's designee.

IN WITNESS WHEREOF, the **City** and **PD** have signed this Agreement through their authorized representatives as of the day and date above written.

Witness: City of Portland

By: _____
Jon P. Jennings
Its City Manager

Witness: Downtown Improvement District
d/b/a Portland Downtown

By: _____
Kim Volk
Its Board Chair

Approved as to Form: _____
(Corporation Counsel)

Approved as to Funds: _____
(Finance Department)

EXHIBIT A
to Supplemental Services Agreement
(Supplemental Services Work Plan and Event
Support for FY2019)

MEMORANDUM RELATED TO THE
SUPPLEMENTAL SERVICES AGREEMENT (SSA) BETWEEN
THE DOWNTOWN IMPROVEMENT DISTRICT dba PORTLAND
DOWNTOWN (PD)
AND
THE CITY OF PORTLAND (City)

(July 1, 2018 - June 30, 2019)

This memorandum is a good faith attempt to define certain services, programs and events, and to achieve an improved level of satisfaction for both the **City** and **PD**. It is generally understood that the City's Baseline Services, as articulated in Exhibit B of the Master Agreement, do not overlap or replace the services and programs incorporated in the SSA.

Also, listed are the specific special events produced by **PD** for the benefit of the **City** and its property owners, residents, businesses and visitors, during the contract period.

The ongoing relationship between **PD** and the **City** has evolved, along with the needs and expectations of both parties. The goal of this document is to improve coordination, establish priorities, clarify services and responsibilities, and list events covered under the terms and conditions of the SSA. The result will be to produce a more proactive, performance-based approach to the maintenance, cleanliness and overall attractiveness of downtown Portland.

1. FY 2019 City Personnel Work Plan

The City personnel assigned to perform services under the Supplemental Services Agreement are expressed in the FY2019 Portland Public Works Budget detail. For the current period of July 1, 2018 through June 30, 2019 these personnel are:

1. (1) Public Works Supervisor
2. (1) PD Steward
3. (3) Three Maintenance Workers
4. (2) Seasonal Laborers

Staffing levels may change on an occasion to account for employee leave coverage, emergencies or other unforeseen circumstances. However the City of Portland, Department of Public Works commits to continue to provide the general list of services provided by these personnel under the SSA.

- 1.1 The general list of services provided by these personnel is identified within the SSA under item 1.3. These shall not overlap services provided within Baseline Services (Exhibit B to Master Agreement).
- 1.2 The Public Works Supervisor shall inspect the entirety of **PD at least once** every two weeks. During this inspection particular attention shall be focused on, but not limited to, the overall cleanliness and maintenance of the sidewalks, streets, trash containers, graffiti removal, open spaces, furniture and fixtures, lights, signage, the visitor kiosk and public restrooms. The status of projects or work orders in process should be continually updated. The results of each inspection shall be logged and documented; a monthly report will be presented to the Executive Director of PD every month.

- 1.3 The Public Works Supervisor shall direct the maintenance personnel on their daily responsibilities by producing a weekly schedule highlighting project activities and goals. The Supervisor will participate and assist the team in achieving project activities, as needed.
- 1.4 Horticultural and landscaping duties shall be in support of City personnel and departments assigned to these tasks. PD dedicated personnel should assist (for instance with weed control and seeding) on an as needed basis, as time and normally assigned duties allow. Requests for assistance should be communicated via email to the PD Public Works Supervisor.
- 1.5 Sidewalk plowing and snow removal at intersections should be accomplished as soon as is reasonably possible during and following a snow event. If a yellow ban is called, sidewalk snow removal, as indicated in sections 1.3.1 and 1.3.2 of the SSA, should be completed within the same timeframe as city personnel and contracted partners remove snow from the District's streets and parking areas. The Department of Public Works will organize an annual winter briefing with the PD public works team and downtown contract partners that remove snow on sidewalks and plazas to review best practices regarding coordinating work activity. This meeting will typically occur in late fall/early winter. PD's Downtown Experience Liaison (DEL) should be present at this meeting.
- 1.6 "Quick response" repairs, such as missing bricks, landscaping damage or graffiti removal on public property

shall be performed by **PD** personnel, as soon as possible. **PD** and **City** will jointly approve each quick response, as needed.

- 1.7 **PD** and **City** will meet annually to discuss the prioritization of larger projects within the District generally included in baseline services or CIP, and managed by other **City** teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects. These District projects will be prioritized with input from **PD**, and may include **PD** personnel in their execution. Progress and status shall be monitored by the **PD** supervisor, and updated as part of the monthly reporting.
- 1.8 **PD** will monitor responsiveness of City teams through specific **PD** access to "See, Click and Fix" software. **PD** will also track the activities of downtown **PW** staff to ensure that daily activities are in-line with section 1.3 of the SSA. Data will be reported to the **PW** Director by **PD**'s Downtown Experience Liaison (DEL) during the monthly meeting, as outlined in Article VIII of the Master Agreement and article 1.3.3 in the SSA.
- 1.9 **PD** dedicated personnel will wear approved uniforms and work clothes at all times when on duty. **City** and **PD** agree to work jointly on uniform decisions, including recommendations on an alternative uniform for **PD** personnel.

2. FY2019 PD Event Support Plan

PD and the **City** recognize the value that well executed events bring to the vitality and

economic development of the downtown. To that end, PD agrees to follow the City's established permitting process and with the exception of the events as outlined in Exhibit B, Baseline Services, agrees to reimburse the City for actual expenses, as agreed to by both parties, required to support these events.

In FY2019, PD is planning major events that require a level of support by City personnel. Following is a complete list of events, some of which require City permitting, street closures, and the assistance of various City Departments. PD will make all efforts to incorporate recycling at all produced events, with support of the City staff, volunteers and supplied receptacles.

- 2.1 Summer Kick-Off Weekend (SKW): This event series begins on the second Friday in June with Square Hop from 6pm to 8pm. On Saturday, Shop For A Cause and Walk the Working Waterfront. On Sunday, The Old Port Festival (OPF) which requires closure of streets generally in the Old Port area. The other SKW events do not require street closures. SKW ends following the end of the OPF.
- 2.2 Light Up Your Holiday Celebration (LUYH):
- This annual roster of events begins with the Annual Tree lighting in Monument Square on the Friday after Thanksgiving. The Tree Lighting requires set up and some street closures, along with minor transit re-routing around Monument Square. PD coordinates with the City Arborist on the selection of and transport of the tree to Monument Square. Other events in the LUYH event series include: Horse-drawn carriage rides, Merry Madness, Shop For A Cause Day, Elfternoon Lunchtime Shopping, and the Holiday Window Display Contest. Merry Madness may require minor street closures and additional City personnel, depending on the selected event location. LUYH events end December 16, 2018.

- 2.3 Downtown Worker Appreciation Day - Generally held in early May to recognize downtown employees. **City** and **PD** provide set up and management of 3 stations located at the Portland Museum of Art, Monument Square and Tommy's Park.
- 2.4 Police Awards Breakfast: Held in early winter at a downtown venue, this day honors both police and civilian heroes going above and beyond the call of duty. No permits or special services are required for this event.
- 2.5 Winter Lights by Pandora - Lights are installed on street poles and in downtown parks around the time that Day Light Savings Time ends in the late fall, and de-installed in February or March. Winter Lights are fully funded through PD's budget, while the City supplies the electricity. Storage for the lights is donated by MECA. Pandora provides labor for the installation and maintenance of the lights.

Growth Ad-Hoc Committee: Recommendations

Kim Volk, Chair
David Packard, Co-Chair

February 13, 2018

Introduction

Portland Downtown (PD) is a 501(c)4 nonprofit organization, which was established in 1992 through a collaborative effort, and with broad support, to bring renewed vitality to downtown. Property owners, businesses, and residents came together to form a board of directors and outline a bold mission in support of this goal. Through an act of the Maine State Legislature and approval by the City of Portland's City Council, "Portland's Downtown District" was established as the 1st Business Improvement District (BID) in the state of Maine. Portland Downtown's mission is to *maintain a clean and safe downtown while building and promoting a vibrant business, residential, and tourism destination*. The mission is achieved through a Supplemental Services Agreement (SSA) with the City of Portland, along with unique programming and events. Organizational oversight is provided by a volunteer board of directors, who are elected by downtown property owners and stakeholders, and via working committees who develop annual goals in support of the mission - and the organization's 5-year strategic plan.

The growth ad-hoc committee was formed by the Executive Committee in response to outcomes from the board retreat in February 2017. As one of Portland Downtown's four major strategic initiative areas (Vitality, Experience, Growth & Advocacy) as defined in its 5-year strategic plan, growth represents an opportunity for the organization, for its constituents, and for the larger community. Expansion and improvement of programs, services, and events would translate to improved outcomes with regards to cleanliness, safety, beautification, and vibrancy, and - in turn, economic development.

As part of the committee's process, the members reviewed historic documents, including the original organizational by-laws and charter, and charted trends in the organizational mil rate and budget since its inception, 25 years ago.

Recommendations

Based on the committee's research, the following recommendations are presented to the Portland Downtown Executive Committee and Board of Directors for consideration. With the budget process fully underway at the City of Portland, and a duty to notify downtown property owners in a timely manner of changes that may affect their PD supplemental tax bill, the growth committee is requesting that the board finalize a vote on the recommendations no later than April 2018.

In summary, the Growth Committee is recommending the following:

- I. Include properties that were excluded due to an administrative error during the last update to the DID (Downtown Improvement District) footprint;
- II. Add properties to the footprint that are currently downtown adjacent, primed for growth, and in need of a supplemental level of services;
- III. Develop a budget that will support enhanced program service delivery to all downtown property owners;

I. Include properties that were excluded due to an administrative error during the last update to the DID (Downtown Improvement District) footprint

Update the legal description, to include the following properties that were added in the 2004 order expanding the boundaries of the Portland Downtown District¹:

PARCEL ID	NO	STREET	OWN1	TAX ASMT
030 D003001	70	COMMERCIAL ST	FLATBREAD WHARF LLC	\$1,857,800
045 A033001	177	STATE ST	RANS LLC	\$378,900

¹ City of Portland, City Council Order 158-03/04

II. Add properties to the footprint that are currently downtown adjacent, primed for growth, and in need of a supplemental level of services

On the west side of the district, extend the boundary at Park Street to continue south to Pleasant Street, continue east to High Street, continue south to Commercial Street, and continue east to merge with current district boundary on Commercial Street at Maple Street.

On the east side of the district, extend the boundary at Franklin Street to continue south to along Franklin Street to Federal Street to merge with current district boundary on Franklin Street, to include several Federal Buildings, and add Lincoln Park.

On the south side of the district, include all properties that front on Commercial Street from Franklin Street on the east to Wright's Wharf on the west.

Based on 2018 City of Portland tax rolls provided by the City Assessor's office, the total current district valuation is \$1,007,843,070, of which **\$831,437,320** is taxable.

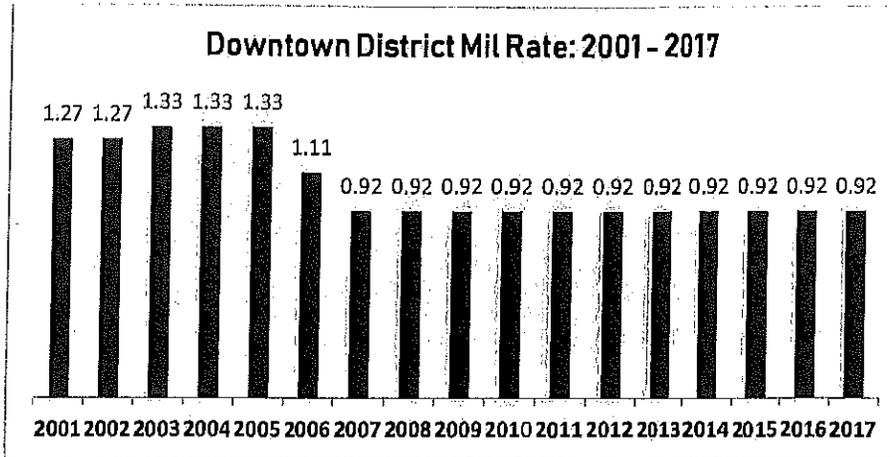
The total tax assessed value of the proposed district expansion is \$143,046,170, of which, **\$68,020,890** is taxable.

Therefore, the proposed district footprint has a total taxable value of **\$899,458,210**. (Please refer to attached map).

III. Develop a budget that will support enhanced program service delivery to all downtown property owners

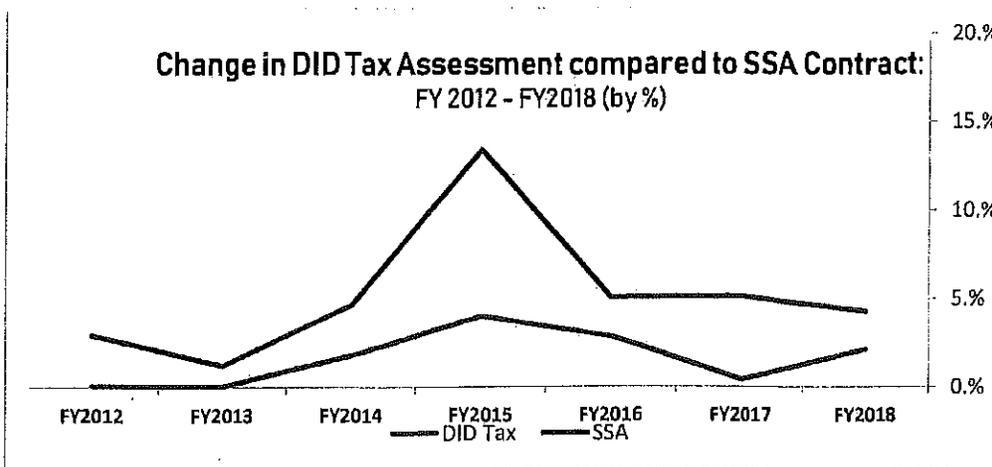
For the past 10 years, Portland Downtown has prepared its annual budget based on the mil rate last set in 2007 at .92 mil.

Here's an historical look at the mil rate for Portland Downtown:



The expectation was that property values would increase at a rate that would allow for expansion of programs, such as the cadet program and graffiti busters, and keep pace with increases to the Supplemental Services Agreement with the City of Portland, as well as administrative and operating costs, health insurance, rent, etc. The organization has been operating at a net zero budget, with relatively flat supplemental tax revenues. Additionally, tax revenues have not kept pace with the change in the SSA, which has increased by as much as 9.42% in one year as compared to a 3.97% increase in DID tax for the same year (2015).

Here's an historical look at the change in the DID tax assessment compared to the change in the supplemental services contract since FY2012:

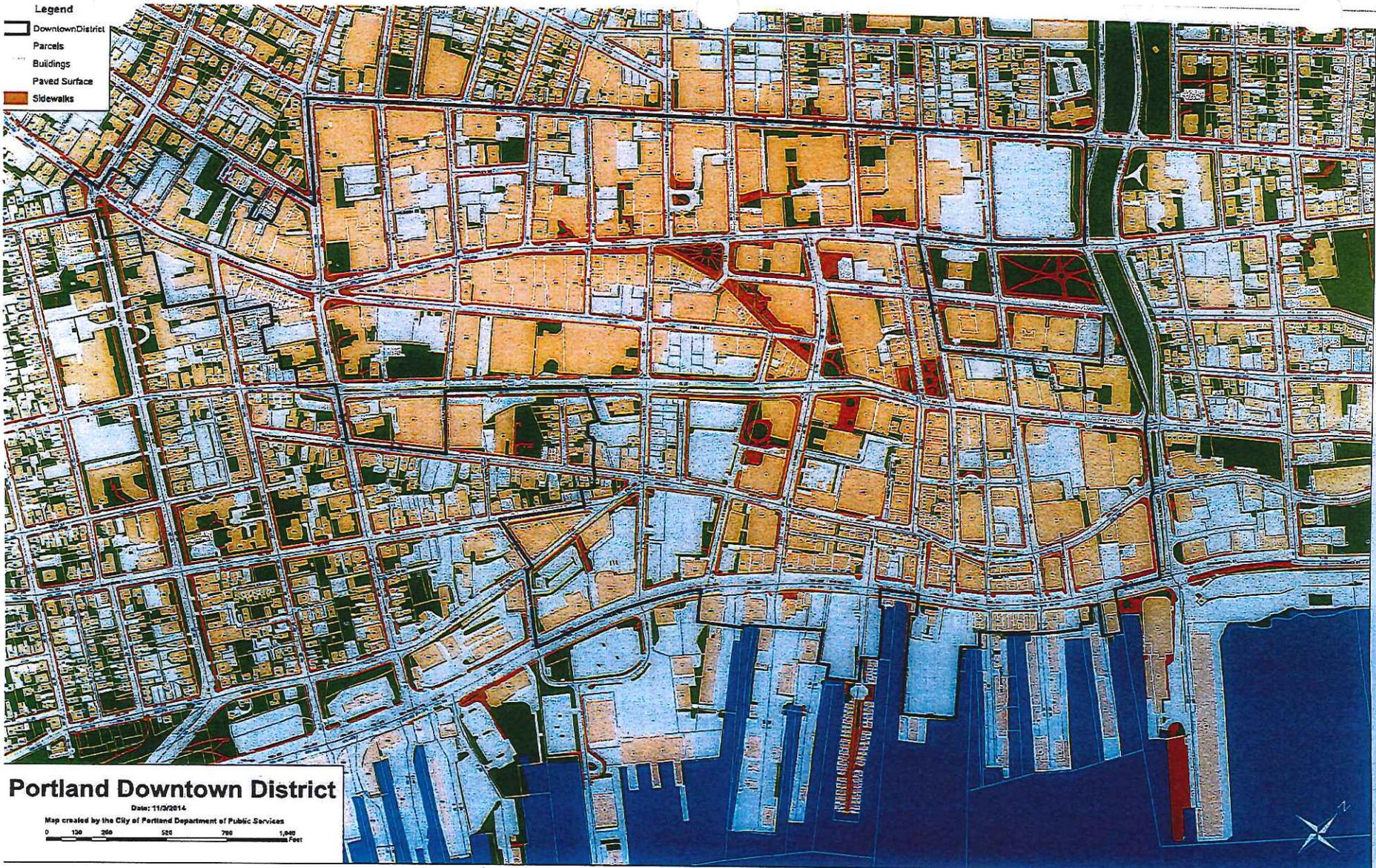


Another important element for an organization is maintaining a rainy day fund. In addition to being mandated by the organization's founding documents, a rainy day/contingency fund allows the organization to continue to deliver programs and services to its constituents in the event of an economic downturn, or for other unexpected situations. The proposed FY budget will enable the organization to create a healthy rainy day fund, which will ensure organizational sustainability and continued fiscal responsibility.

As downtown grows and changes, adding residents, expanding businesses and new construction, so too, does the organization have to grow to meet the demands of an evolving city. Rather than set an arbitrary mil rate, the board approached the budget from the perspective of returning the greatest ROI to the property owners. By focusing on improving programs that produce measurable and positive outcomes, such as the cadet program, beautification, and graffiti removal, the organization will be better able to serve a broad range of constituents. As well, retaining qualified staff, who can support the organization's mission, programs, and events is essential.

The benefit of a BID is that the supplemental tax revenue collected is returned directly to the downtown, and its spending is prioritized by a board of directors whose majority stake are the property owners themselves, along with a wide range of constituents – from retail, to nonprofit, residential, hotel and finance. The power of this collective decision to pool tax dollars to leverage for direct spending is a model used all over the United States, and the world, to transform cities toward ever greater economic strength and vitality.

- Legend**
-  Downtown District
 -  Parcels
 -  Buildings
 -  Paved Surface
 -  Sidewalks

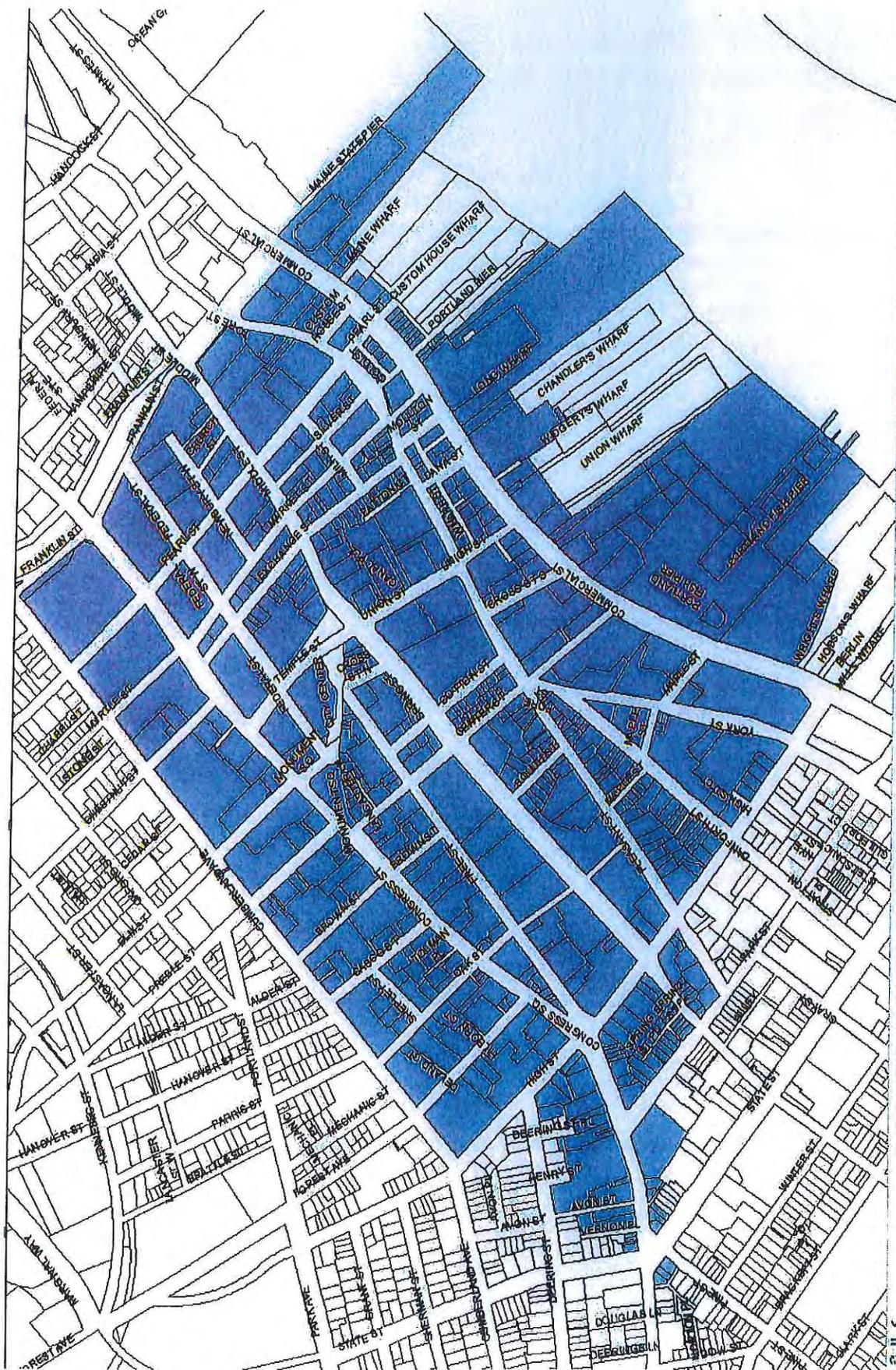


Portland Downtown District

Date: 11/2/2014

Map created by the City of Portland Department of Public Services

0 120 240 360 480 600 720 840 960 1,000 Feet



Order 246-17/18
~~Tab 38 - 6-4-18~~
~~Tab 20 6-18-18~~

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT OF PORTLAND CITY CODE CHAPTER 19 AND CHAPTER 28
RE: PAYING FOR STREET PARKING WITH AN APP**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE, IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 19, Section 19-26 of the Portland City Code is hereby amended to read as follows:*

Sec. 19-26. Parking.

Notwithstanding the general prohibition contained in Chapter 28, Section 28-84, licensed street vendors operating lawfully in a ~~metered paid~~ parking space located on city-owned property may ~~deposit in the adjacent single-space parking meter or multi-space meter payment~~ pay for a single-space parking spot by any method approved by the City Manager for the purpose of parking beyond the maximum legal parking time designated by the parking meter or multi-space meter ("prolonged parking" or "feeding the meter"), provided that no street vendor may prolong the maximum legal parking time designated by the parking meter or multi-space meter by more than two times (2x) the maximum parking time in any twenty-four (24) hour period.

1. *That Chapter 28, Sections 28-83, 28-84 and 28-86 of the Portland City Code are hereby amended to read as follows:*

Sec. 2883. Parking of vehicles in parking spaces; meter parking for those with disabilities.

(a) ~~Single space meter~~ Paid parking spaces. Except as provided herein, ~~where a parking meter has been installed, every when parking a vehicle in a paid parking space, a person shall may park only:~~

(1) a vehicle adjacent to the curb; and

(2) within the limits of the parking space, where delineated by lines, parking meters, or other method; and

~~(3) where the person has paid the parking fee for the entire amount of time the vehicle is parked in that space by any method approved by the City Manager. aeither immediately in front of or behind a single space meter and shall deposit the required amount of United States money in the meter or, obtain and properly display a receipt issued by a multi-space meter.~~

~~(b) Multi-space meter. Except as provided herein, where a multi-space meter has been installed, every person shall park a vehicle adjacent to the curb and in a space controlled by a multi-space meter or in a space controlled by a single meter and shall deposit the required amount of payment for the time the person intends to park, up to the maximum time limit available.~~

~~The foregoing~~Parking fees shall apply only from 9:00 a.m. to 6:00 p.m., Monday through Saturday, Sundays and state and federally sanctioned holidays excluded.

(c) *Disabled person parking at meter.* Any motor vehicle or motorcycle registered by a disabled person is exempt from any parking meter fare in a ~~metered-paid parking~~ space when the vehicle properly displays special designating plates or a hangtag issued under state law, and may park a length of time that does not exceed twice the maximum time limit otherwise applicable in said space.

Sec. 2884. Violations.

It shall be unlawful for any person to:

(a) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked in any paid parking space ~~where a single space parking meter is installed unless a deposit of the coin or coins indicated by the single space meter is made as herein provided, except that, in the event a single space parking meter indicates that unused time has been left in the meter by a previous occupant of the parking space, any such person shall not be required to deposit any such coin or coins so long as his or her occupancy of the space does not exceed the indicated unused parking time~~ without having paid the required parking fee by any method approved by the City Manager; or

~~(b) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to remain in~~

~~a parking space controlled by a multi-space parking meter or single space meter without displaying a valid receipt while so parked, or without displaying the receipt on the dashboard in such a manner as to be clearly visible and face up, showing the date and time available to park on the receipt;~~

(be) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to remain in a parking space beyond the period of legal parking time established for such parking space as provided in the traffic schedule, or, except as provided in Section 19-26, to ~~deposit in the adjacent single-space parking meter or a multi-space meter~~ make any payment for the purpose of parking beyond the maximum legal parking time designated by the parking meter or multi-space meter ("prolonged parking" or "feeding the meter");

~~(d) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to remain in any parking space adjacent to any single-space parking meter while the meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the maximum legal parking time designated for such parking space or the receipt has expired;~~

~~(e) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to remain or be placed in any parking space controlled by a multi-space meter while failing to display a valid multi-space meter timed receipt for such parking, or displaying a receipt indicating that the vehicle occupying such parking space has already been parked beyond the maximum legal parking time designated for such parking space;~~

(cf) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked across any line or marking of a parking space or in such position that the vehicle shall not be entirely within the limits of the parking space or such that the parked vehicle otherwise impedes or obstructs the flow of traffic; the minimum fine for a violation of this section shall be fifty dollars (\$50);

- (~~de~~) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter installed under the provisions herein;
- (~~eh~~) Deposit or cause to be deposited in any parking meter any slug, device, metallic substance or any other substitute for a coin of the United States;
- (~~fi~~) In the event of a violation of the provisions of subsections (a), (b), and (c) ~~, (d), (e) and (f)~~ above, the fact that a vehicle is unlawfully parked shall be prima facie evidence of the unlawful parking of such vehicle by the person in whose name such vehicle is registered. The fact that a vehicle is in a metered-paid parking space when the time signal on the parking meter for such space indicates no parking permitted without the deposit of a coin or coins, or when the receipt from a multi-space meter has expired or no receipt is properly displayed, indicated on a meter, time stamped receipt, mobile application, or other mechanism used by the City to monitor paid parking times shall also be prima facie evidence that the vehicle has been parked in the parking space longer than the lawfully permitted period.
- (~~gj~~) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked in any parking space utilizing a disability registration plate or removable windshield placard which has been tampered with or improperly altered in any way. The minimum fine for a violation of this section shall be two hundred dollars (\$200).

...

Sec. 2886. Parking meter rates.

The rate for parking at a meter in the city shall be one dollar and twenty-five cents (\$1.25) per hour as follows: three (3) minutes for the first nickel (\$0.05), two (2) minutes for the second nickel; five (5) minutes for a dime (\$0.10); and twelve (12) minutes for a quarter. The City Manager may charge a convenience fee in addition to the parking meter rates.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English

FROM: John Peverada

DATE: May 22, 2018

SUBJECT: Mobil Payment App for Parking Meters

SPONSOR: City Manager ?

(If sponsored by a Council committee, include the date the committee met, the results of the vote, and the meeting minutes.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 4, 2018 Final Action June 18, 2018

Can action be taken at a later date: ___ Yes ___X___ No (If no why not?)

Need this in place to implement mobil paymnets at parking meters

PRESENTATION: (List the presenter(s), type and length of presentation)

I. ONE SENTENCE SUMMARY:

Ordinance amendment to allow parking meter payments via a mobile payment application

II. AGENDA DESCRIPTION

This is an amendment to chapter 28 of the ordinance to allow people to pay for their parking meter time via a mobile payment application, or any other method approved and implemented by the City Manager.

III. BACKGROUND

Traditionally the only way to pay at a parking meter was with coins. Several years ago the City installed multi space parking meters that accepted credit cards , and now we are introducing the newest trend to allow people to pay at metered spaces with a mobile payment app which will also give them notification when their parking session is about to expire, so they can extend their time at the meter without physically going to the meter. Drivers can also monitor their parking sessions, view payment history and receive email receipts.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Better customer service

V. FINANCIAL IMPACT

There will be credit card service fees associated with the mobile app, but it is anticipated that increased utilization of the app will generate additional revenue to offset the credit card fees.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

VII. RECOMMENDATION

The Parking Division recommends approval and the office of Corporation Council has reviewed and approved the amendment as to form.

VIII. LIST ATTACHMENTS

Ammendments to Portland City Code Chapters 19 & 28 Re: Parking Payments

Prepared by: John Peverada

Date: May 22, 2018

Bean/agendarequestmemo/rev 11/2015

Order 247-17/18
Tab 31-6-4-18
Tab 21 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: AFFORDABLE HOUSING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-485 and 14-487 are hereby
amended to read as follows:*

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

(a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);

(b) The unit is rented to a household earning 80% or less of AMI; and

(c) Annual rent increases for that unit are limited~~The requirements of (a) and (b) above are limited in perpetuity~~ by deed restriction or other legally binding agreement for the applicable length of time in this ordinance. to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of ~~the HUD~~ AMI; ~~and~~
- (b) The unit is sold to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are ~~The resale price is~~ limited by deed restriction or other legally binding agreement for ~~all~~ future sales ~~unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place~~ for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or ~~workforce housing for~~ sale, through new

construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit for which:

- (a) ~~The rent is~~Is affordable to a household earning 100% or less than 100% of HUD-AMI; and
- (b) The unit is rented to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are Annual rent increases for that unit are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance. to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning at 120% or less of HUD-AMI; and
- (b) The unit is sold to a household earning 120% or less of AMI; and
- (c) The requirements of (a) and (b) above are The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size for the applicable length of time in this ordinance.

...

Sec. 14-487. Ensuring Workforce Housing.

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. ~~This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.~~

(c) *All Developments of Ten Units or More Conditional Uses/Sunset.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case the review will be conducted administratively or by the Planning Board in accordance with the thresholds of site plan review for the district.

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

(d) *Workforce Housing Minimum.* At least ten percent (10%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. ~~The number of units required is rounded down to a whole number if providing units as per (e)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (e)3. below.~~ The project shall have the option of paying a partial fee-in-

lieu as per (e)4 below for any fractional value or providing an additional unit on site.

(e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be no less than 10 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development~~this section~~, ~~for~~ every 400 square feet in each a market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. ~~the actual number of bedrooms in the unit is lower.~~
4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.
6. If at least 33 percent of the units in a

development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.

7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) Reporting to City Council. In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.

**AMENDMENT 1 TO ORDER 247-17/18 AFFORDABLE HOUSING
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR BATSON, COUNCILOR ALI AND MAYOR STRIMLING**

RE: HIGHER PERCENTAGE OF AFFORDABLE HOUSING UNITS REQUIRED

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: AFFORDABLE HOUSING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-485 and 14-487 are hereby
amended to read as follows:*

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);
- (b) The unit is rented to a household earning 80% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance..

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning 100% or less of AMI;
- (b) The unit is sold to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for future sales for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 100% or less than of AMI;
- (b) The unit is rented to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning 120% or less of AMI;
- (b) The unit is sold to a household earning 120% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.

...

Sec. 14-487. Ensuring Workforce Housing.

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial

rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements.

(c) *All Developments of Ten Units or More Conditional Uses.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case the review will be conducted administratively or by the Planning Board in accordance with the thresholds of site plan review for the district.

(d) Workforce Housing Minimum. At least ~~ten~~ eighteen percent (~~10~~18%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. The project shall have the option of paying a partial fee-in-lieu as per (e)4 below for any fractional value or providing an additional unit on site.

(e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be no less than 10-18 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development, every 400 square feet in each market rate unit will count as a bedroom if the Planning Authority determines this method is

appropriate in lieu of counting actual bedrooms.

4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.
6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required ~~10-18~~ percent workforce units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10-18 %	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) *Reporting to City Council.* In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.

**AMENDMENT 2 TO ORDER 247-17/18 AFFORDABLE HOUSING
PREPARED BY CORPORATION COUNSEL
FOR MAYOR STRIMLING**

RE: CHANGE INCOME ELIGIBILITY TO 100%

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: AFFORDABLE HOUSING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That Chapter 14, Sections 14-485 and 14-487 are hereby amended to read as follows:

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);
- (b) The unit is rented to a household earning 80% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance..

...

Workforce housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning ~~100~~80% or less than of AMI
- (b) The unit is rented to a household earning ~~100~~80% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning ~~120~~100% or less of AMI;
- (b) The unit is sold to a household earning ~~120~~100% or less of AMI; and
- (c) The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.

....

**Office of the Mayor, Ethan K. Strimling**

TO: The Planning Board
FROM: Ethan Strimling, Mayor
DATE: November 29, 2017

Inclusionary Zoning Changes

- Increase the percentage of units required from 10% to 20%
- Drop income eligibility levels from 120 to 100% AMI for home ownership and from 100 to 80% for rental
- Change AMI to Portland Median Income

The Lincoln Institute described the need for inclusionary zoning well: “skyrocketing housing prices push middle class and low-income residents far away from well-paying jobs, reliable transportation, good schools, and safe neighborhoods. Inclusionary housing alone will not solve our housing crisis, but it is one of the few bulwarks we have against the effects of gentrification.” Indeed, more than 500 communities nationwide have adopted such ordinances.

And despite strong concerns expressed when this originally passed the council 7-2 in 2015, - “You’re going to get less housing” and “Small developers will say, ‘if the limit is 10, I’ll do nine” - nothing could be further from the truth of what actually happened. In reality, Housing construction has continued at a solid pace with 195 units permitted in 2016 and 296 in 2017. Both years after the IZ was put in place, compared to 136 in 2014 (2015 is an odd year as it has a few huge projects permitted, like Federated, that have yet to be built).

However, despite the adoption of our own IZ ordinance two years ago, there is, as this committee is well aware, still an affordable housing crisis in Portland. And while the IZ ordinance has certainly not had a detrimental impact on housing development, it also has not seen the impact it could. Raising the percentage of low-income units required from the current 10% to 20% will better utilize this existing tool, and aggressively targeting lower-income percentages for homeownership and rentals will follow “best practices” from other communities, according to staff, to target those who benefit most.

A few quick facts on how our IZ compares to other communities:

- In a 2014 study of communities around the country with inclusionary zoning ordinances, about 77% used greater than 10% as the required set-aside, with 73% of municipalities at 15% or higher. Over half are at 20% or higher, the level I am requesting the Board consider today.
- Additionally, according to our planning staff, 80% and 100% affordability are considered “best practice.”

A few quick facts on the affordability crisis:

- As we heard two weeks ago, 1200 people in Portland have applied to Avesta for housing, and they have only been able to help 100.
- A third of all Portland owner-occupied households pay 30% or more of their income on housing and about half of rental households pay 30% or more.
- 74% of households are unable to afford the median home price in the city and 62% of renter households cannot afford the average two-bedroom apartment.
- For a house to be affordable at the median household income, the cost would need to be about \$143,479. However, the median home price in Portland last year was \$262,250, which requires an annual income of \$80,110.
- Of the 976 homes sold in Portland in 2016, only 34 were considered affordable.
- About 43% of Portland renters and 29% of homeowners are considered to be living in poverty.
- The median renter household earns \$31,028, meaning that affordable median rent is \$776 a month. Unfortunately, the median rent for a two bedroom is almost \$300 higher (\$1,052). Nearly 62% of renter households cannot afford this.
- Median rents citywide averaged an increase of 7.2% from last year to this year, with vast differences between neighborhoods.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jeff Levine, Director, Planning and Urban Development Department

DATE: May 21, 2018

SUBJECT: Text Amendments to Division 30. Affordable Housing of the Land Use Code

SPONSOR: Sean Dundon, Chair, Portland Planning Board

Public Hearing, May 8, 2018. Board recommended to City Council the adoption of text amendments with the elimination of the sunset provision in Attachment 1 (5-1, Eaton and Mazer opposed. Both members supported the overall text amendments, but opposed eliminating the sunset provision. The motion to recommend the text amendments in Attachment 2 failed with a vote of 0-7.

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading June 4, 2018 Final Action June 18, 2018

Can action be taken at a later date: X Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)
Sean Dundon, Chair, Planning Board and Jeff Levine, Director, Planning and Urban Development - 5 to 10 minutes total

I. ONE SENTENCE SUMMARY

Proposed amendments to Division 30 Affordable Housing include a fractional fee-in-lieu payment when units are provided on site, removal of the sunset provision, housekeeping revisions to clarify the language, and a proposal from Mayor Strimling to increase the mandatory affordable units from 10% to 20% along with requiring low-income housing rather than workforce housing.

II. AGENDA DESCRIPTION

The Housing Committee and Mayor Strimling asked the Planning Board to consider proposed amendments to Division 30. Affordable Housing of the Land Use Code and to make a recommendation to the City Council regarding the proposals. The Housing Committee took up four proposals, two from staff and two from Mayor Strimling, at their November 3 and 17 meetings and forwarded them to the Planning Board for their input:

- A proposal from Mayor Strimling to increase the inclusionary zoning requirement from 10% to 20% (forwarded without a positive recommendation);
- A proposal from Mayor Strimling to lower the income levels for affordable units from “workforce” to “low income (forwarded without a positive recommendation);

- A proposal from staff to require that projects that provide units on- or off-site make a fee-in-lieu payment for any fractional units required (forwarded with a positive recommendation); and
- A proposal from staff to eliminate the current sunset provision in the ordinance (forwarded without a positive recommendation.)

The Planning Board held a workshop on February 13 and a public hearing on May 8, 2018. After their hearing and discussion, the Board voted as follows:

- To recommend an amendment to the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on site.
- To recommend an amendment to the Inclusionary Zoning Ordinance to remove the sunset clause.
- Not to recommend the Mayor's proposal to amend the Inclusionary Zoning Ordinance to increase the percentage of mandatory affordable units from 10% to 20%, which was not recommended by the Planning Board.
- Not to recommend the Mayor's proposal from the Mayor to amend the Inclusionary Zoning Ordinance to change the current workforce housing requirement to a low-income housing requirement.

In addition, the Board recommends the amendments prepared by staff (attachment 1) that are clarifying or housekeeping amendments.

III. BACKGROUND

A significant update of Division 30 was adopted in 2015, which created the inclusionary zoning requirements (14-487. Ensuring Workforce Housing), requiring 10% of all residential projects with 10 or more units to provide affordable housing units. With the recent experience of administering the program, the city staff prepared housekeeping amendments to clarify the definitions, remove the 6 year sunset provision in order to remove uncertainty from the ordinance, allow review of IZ applications in the India Street Form Based code to be done by the applicable review authority (staff or planning board), and clarify the standards. One of the four substantive changes proposed is to eliminate the ability to round down for on-site units and instead include provisions for fractional payments for IZ units. If the units are proposed on-site, then the calculation of the required 10% of units can be rounded down. The proposal is to eliminate the option to round down, so a developer would have three options in the above example: 1) provide the additional unit for a total of 2 units; 2) create one unit and pay the fractional difference in a partial fee-in-lieu; or 3) pay the fee-in-lieu. Mayor Strimling offered amendments to Division 30 that would increase the inclusionary zoning requirement from 10% to 20% of the total number of units and to change the requirement for affordable housing units from workforce units to low-income units, which are not recommended by the Planning Board.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Housing Committee Goal: Increase access to rental and ownership housing that is safe and affordable for working and low-income families.

Comprehensive Plan:

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
 - Continue to implement best practices in workforce and affordable housing development such as the Housing Trust Fund, inclusionary zoning, and other tools.

V. FINANCIAL IMPACT

To date the Inclusionary Zoning, without other subsidies, has approved 25 inclusionary zoning units and the anticipated revenue is \$1,266,250 for those projects contributing to the Housing Trust fund. A review of the fiscal impacts shows that the affordable housing projects have not sought tax abatements

and the Assessor confirms that IZ would have a very small impact under the income approach of deriving an assessed value for multi-unit housing.

VI. PLANNING BOARD ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The inclusionary zoning (IZ) provisions of Division 30 were adopted in 2015. Thus, Sec14-487. Ensuring Workforce Housing requires 10% of all residential projects with 10 or more units to provide affordable housing units. The ordinance included a six-year sunset provision, established minimum standards for meeting the requirements, and promulgated regulations. Since the adoption of the inclusionary zoning (IZ), the Planning Board has approved 18 projects with a total of 693 units, of which 187 are workforce units. The majority of the projects are providing on-site units with only one development providing 2 off-site units. If the projects benefitting from tax credits or city subsidies are removed from the list, then a total of 413 units were approved, which include 23 IZ workforce housing units on-site and 2 off-site. Six projects have opted to pay the fee in lieu for an anticipated total of \$1,266,250.

The Planning Board sought information on how the funds of the Housing Trust Fund have been allocated. Victoria Volent provided the following accounting of the Trust Fund (which includes deposits from multiple sources).

DEPOSITS		EXPENDITURES	
Maine Medical Center 2002-2003	\$318,580	Avesta Oak Street Lofts 2011	(\$380,585)
Sportsman’s Grill 2002	\$40,000	Housing First Pre-Development Grants 2014	(\$75,000)
Berlin City Auto 2009	\$116,000	65 Hanover & 62 Alder Streets Feasibility 2015	(\$9,250)
Stop n Shop 2010	\$289,250	65 Munjoy Street 2017	(\$175,000)
Rockbridge/Eastland Park 2012	\$42,500	Total Expenditures	(\$639,835)
Riverwalk/Ocean Gateway 2012	\$250,000		
118 Congress LLC 2012	\$3,500		
Interest earned	\$51,555.81		
91 & 97 Belfort St sale 2017	\$86,423.99		
116 Upper A St., Peaks Island sale 2017	\$78,526.74		
443 Congress St. fee-in-lieu (IZ) 2017	\$280,000		
Total Deposits	\$1,553,336.54	Balance	\$913,501.54

In addition, the Board sought analysis on the fiscal impacts of the projects on the City’s assessed value of property. Jeff Levine provided Christopher Huff, Portland Tax Assessor, with a list of affordable housing projects. Mr. Huff confirmed that none of the affordable housing projects have requested or filed for an abatement. In addition, he stated the following:

[O]ur IZ ordinance would have a very small impact on a building/property valuation. For any apartment building with 10+ units, the income approach would be the most acceptable to derive an assessed value. Actual rents (or a Gross Rent Multiplier) would be used in calculating the annual income used in the income approach. The restricted rents of the inclusionary units would have a slight, negligible impact to this calculation. This would differ from project to project, making it difficult to determine any specific loss of value.

VII. PLANNING BOARD RECOMMENDATION

The Planning Board held a workshop on this item on February 13, 2018 and a public hearing on May 8, 2018. The Board is recommending to City Council the adoption of the text amendments in Attachment 1, which include the elimination of the sunset provision. The Board voted 5 – 2 with David Eton and Brandon Mazer opposed. Both members stated at the public hearing that they supported the overall text

amendments in Attachment 1; however they were opposed to the total elimination of the sunset provision contained within the series of revisions. The second motion to recommend the text amendments offered by Mayor Strimling in Attachment 2 failed with a vote of 0-7.

The Board's support for the partial fee-in-lieu was generally based on the idea that it levelled the playing field between projects that chose to provide units on site and projects that pay a fee-in-lieu. Right now, a 19-unit project can provide only one workforce unit, as the number of units is rounded down. However, if that project chose to pay a fee-in-lieu, it will have to pay 1.9 times the fee for one unit. Under the proposed amendment, if the 19-unit project chose to provide a unit on site, it would also have to pay 0.9 times the fee for one unit.

On the issue of the sunset provision, the majority of the Board felt that there was no longer the need for the provision. Sunset provisions are rare in City ordinances. The majority felt the program has proven to be successful, and, as with any other ordinance, the City Council is free to repeal it if it finds the program is no longer effective. City staff reports regularly to the Housing Committee and Planning Board on the program's activities, and also keeps an active log on the City's web site of developments subject to the ordinance. The majority also agreed with staff that a sunset provision may have some impact on the development market by creating a sense of uncertainty and potentially a possibility of land owners "banking" their property with the expectation that the ordinance may sunset.

On the other hand, two Board members felt they could support potentially extending the sunset provision by two years but did not feel the program had been in existence long enough to justify elimination of the sunset provision. Both members felt the sunset provision provided an opportunity for the city to formally assess the effectiveness of the program.

The Planning Board does not recommend the amendments proposed in Attachment 2. The motion to recommend the text amendments to Division 30 contained within Attachment 2 failed with a vote of 0-7. The Board felt that the current 10% requirement was appropriate for the Portland market. Only much more expensive markets are a higher percentage warranted, and even in those markets there have been some concerns about a 20% requirement. Similarly, while a low-income housing requirement is more common than a workforce housing requirement, the Board did not feel that change was warranted at the time.

VIII. LIST ATTACHMENTS

Attachment A- Planning Board Report

Attachments to Report:

1. Proposed Text Amendments Proposed by Staff, Division, 30 Affordable Housing
2. Proposed Text Amendments Proposed by Mayor Strimling, Division 30, Affordable Housing
3. Comparison Chart of Current Ordinance and Proposed Amendments
4. Memorandum, Mayor Strimling, November 29, 2017
5. Memorandum, Victoria Volent, Housing Program Manager, November 3, 2017
6. Memorandum, Victoria Volent, Housing Program Manager, November 21, 2017

Prepared by: Barbara Barhydt, Development Review Services Manager

Date: May 21, 2018

Division 30- 2018 Amendments – Planning Board Recommendations- May 8, 2018

DIVISION 30. AFFORDABLE HOUSING

Sec. 14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction on the limited supply of available land for suitable housing, and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) ~~(a)~~ The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);
- (b) The unit is rented to a household earning 80% or less of AMI; and
- (~~c~~) Annual rent increases for that unit are limited. The requirements of (a) and (b) above are limited in perpetuity by deed restriction or other legally binding agreement for the applicable length of time in this ordinance. to the percentage increase in the U.S. Department of Housing and Urban Development moderate income figure for metropolitan Cumberland county Maine for a household of that size.

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Low-income housing unit for sale means a dwelling unit for which:

- (a) ~~(a)~~ The sale price is affordable to a household earning ~~80~~100% or less of ~~the HUD~~-AMI;
- (b) The unit is sold to a household earning 100% or less of AMI; and
- ~~(c)~~ The requirements of (a) and (b) above are ~~The resale price is~~ limited by deed restriction or other legally binding agreement for ~~all~~ future sales ~~unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place~~ for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- ~~(a)~~ (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, ~~as defined in section 14-47,~~ and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for

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rent or ~~workforce housing for sale~~, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit for which:

- (a) ~~(a)~~—The rent is/is affordable to a household earning 100% or less than 100% of ~~HUD~~ AMI;
- (b) The unit is rented to a household earning 100% or less of AMI; and
- ~~(c)~~ The requirements of (a) and (b) above are Annual rent increases for that unit are limited by deed restriction or other legally binding agreement— for the applicable length of time in this ordinance. to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) ~~(a)~~—The purchase price is affordable to a household earning at 120% or less of ~~HUD~~ AMI;
- (b) The unit is sold to a household earning 120% or less of AMI; and
- (c) The requirements of (a) and (b) above are The resale price is limited by deed restriction or other legally binding agreement— for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size for the applicable length of time in this ordinance.

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Sec. 14-486. Reduction of fees.

Sec. 14-487. Ensuring Workforce Housing.

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. ~~This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.~~

(c) *All Developments of Ten Units or More Conditional Uses/Sunset.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case the review will be conducted administratively or by the Planning Board in accordance with the thresholds of site plan review for the district.-

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

(d) *Workforce Housing Minimum.* At least ten percent (10%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. ~~The number of units required is rounded down to a whole number if providing units as per (c)2. below, or shall include a fractional value in cases~~

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~~where a project prefers to pay a fee in lieu as per (e)3. below.~~
The project shall have the option of paying a partial fee-in-lieu as per (e)4 below for any fractional value or providing an additional unit on site.

(e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be no less than 10 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development~~this section, for~~ every 400 square feet in each a market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. the actual number of bedrooms in the unit is lower.
4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.

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6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) Reporting to City Council. In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.

Division 30 Amendments Proposed by Mayor Strimling

DIVISION 30. AFFORDABLE HOUSING

Sec. 14-484. Purpose.

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Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); and
- (b) Annual rent increases for that unit are limited in perpetuity by deed restriction or other legally binding agreement to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of the HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit to an amount that is affordable to a household earning ~~120~~100% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place.

Division 30 Amendments Proposed by Mayor Strimling

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a multi-family dwelling, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income housing unit for rent or workforce housing for sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and
- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit which:

- (a) Is affordable to a household earning less than 100% of HUD AMI; and
- (b) Annual rent increases for that unit are limited by deed restriction or other legally binding agreement to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household at 120% of HUD AMI; and
- (b) The resale price is limited by deed restriction or other

Division 30 Amendments Proposed by Mayor Strimling

legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

(Ord. No. 98-06/07, 12-4-06; Ord. No. 84-08/09, 10-20-08; Ord. 82-15/16, 10-19-2015; Ord. No. 196-15/16, 3-21-2016)

Sec. 14-486. Reduction of fees.**Sec. 14-487. Ensuring Workforce Housing.**

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.

(c) *All Developments of Ten Units or More Conditional Uses.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487.

This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.

(d) ~~*Workforce-Low-Income Housing Minimum.*~~ At least ~~ten~~ twenty percent (~~10~~ 20%) of the units in the project shall meet the definition of ~~workforce-low-income~~ housing unit for sale or for rent. The number of units required is rounded down to a whole number if providing units as per (e)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (e)3. below.

(e) Standards.

Division 30 Amendments Proposed by Mayor Strimling

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. ~~Workforce-Low-income~~ housing units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. ~~Workforce-Low-income~~ units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be 120 percent of the total number of bedrooms in the development. For the purposes of this section, for every 400 square feet in a market rate unit will count as a bedroom if the actual number of bedrooms in the unit is lower.
4. As an alternative to providing ~~workforce-low-income~~ housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. ~~Workforce-Low-income~~ housing units for sale, if converted to ~~workforce-low-income~~ housing units for rent, shall become subject to the income limits and other requirements of such units.
6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 10 percent ~~workforce-low-income~~ housing units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years

Division 30 Amendments Proposed by Mayor Strimling

50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) Reporting to City Council. In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

LAND USE CODE TEXT AMENDMENTS – DIVISION 30. AFFORDABLE HOUSING

City of Portland, Applicant

Submitted to: Mayor Strimling and City Council From: Chair Dundon and Portland Planning Board Public Hearing – June 18, 2018	Prepared by: Barbara Barhydt, Development Review Services Manager Date: May 21, 2018
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I. INTRODUCTION:

The Housing Committee and Mayor Strimling are asking the Planning Board to consider proposed amendments to Division 30. Affordable Housing of the Land Use Code and to make a recommendation to the City Council regarding the proposals. The Housing Committee took up four proposals, two from staff and two from Mayor Strimling, at their November 3 and 17 meetings and forwarded them to the Planning Board for their input:

- A proposal from Mayor Strimling to increase the inclusionary zoning requirement from 10% to 20% (forwarded without a positive recommendation);
- A proposal from Mayor Strimling to lower the income levels for affordable units from “workforce” to “low income (forwarded without a positive recommendation);
- A proposal from staff to require that projects that provide units on- or off-site make a fee-in-lieu payment for any fractional units required (forwarded with a positive recommendation); and
- A proposal from staff to eliminate the current sunset provision in the ordinance (forwarded without a positive recommendation.)

After their hearing and discussion, the Board voted as follows:

- To recommend an amendment to the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on site.
- To recommend an amendment to the Inclusionary Zoning Ordinance to remove the sunset clause.
- Not to recommend the Mayor’s proposal to amend the Inclusionary Zoning Ordinance to increase the percentage of mandatory affordable units from 10% to 20%, which was not recommended by the Planning Board.
- Not to recommend the Mayor’s proposal from the Mayor to amend the Inclusionary Zoning Ordinance to change the current workforce housing requirement to a low-income housing requirement.

In addition, the proposal includes clarifying or housekeeping amendments. The amendments prepared by City staff are outlined in Section III below and are contained in [Attachment 1](#). The amendments proposed by Mayor Strimling are included in [Attachment 2](#). A comparison chart of the proposed amendments recommended by the staff is included as [Attachment 3](#). Mayor Strimling’s November 29, 2017 memo is [Attachment 4](#). The memos prepared by

Victoria Volent, Housing Program Manager, for the Housing Committee on November 3, 2017 and November 21, 2017 are included as Attachments 5 and 6, respectively.

The Planning Board held a workshop on this item on February 13, 2018 and a public hearing on May 8, 2018. The Board is recommending to City Council the adoption of the text amendments in Attachment 1 (staff amendments.) The Board voted 5 – 2 with David Eton and Brandon Mazer opposed. Both members stated at the public hearing that they supported most of the text amendments in Attachment 1, but were opposed to eliminating the sunset provision. The second motion to recommend the text amendments in Attachment 2 (the Mayor’s amendments) failed with a vote of 0-7.

II. HISTORY OF DIVISION 30: AFFORDABLE HOUSING

Division 30 was first adopted in 2006 and has been modified over the past 11 years. Following is a brief chronology of Division 30.

- A. December 2006: Division 30 was adopted by the City Council in 2006 and it was called Incentives for Affordable Housing. The new division of the Land Use code included definitions for affordable housing and provided incentives for affordable housing, such as reduced development review fees, reduced parking requirements, density bonuses between 5 and 25%, and an expedited review. Those incentives were used during the review of affordable housing projects; however, only a few units of affordable units were created within market-rate projects.
- B. October 2015: A significant update of Division 30 was proposed and adopted in 2015, which changed the name to Affordable Housing. The incentives for affordable housing were retained and the inclusionary zoning requirements (14-487. Ensuring Workforce Housing) were created. In summary, the amendments include:
 - a) A definition of affordable;
 - b) Updated definitions of low income housing (affordable to a household earning 80% or less of Area Median Income (AMI)) and workforce housing units (affordable to a household earning 100% or less of AMI for rentals and 120% for home ownership);
 - c) Required 10% of all residential projects with 10 or more units to provide affordable housing units as defined;
 - d) Set a six-year sunset provision from passage;
 - e) Established the minimum standards for meeting the Workforce Housing requirements; and
 - f) Authorized regulations to further specify details for implementation.
- C. March 2016: Amendments were adopted to clarify that projects that are subject to the inclusionary zoning provisions are also eligible for the affordable housing incentives.
- D. September 2017: The amendments adopted in 2017 focused on strengthening the incentives for affordable housing in designated growth areas. Density bonuses were adjusted according to the percentage of low income housing and workforce housing units with the density bonuses ranging from 1.1 times the base allowed density to 2.5 within Business Zones, R-7 and Residence Professional Zones. Height bonuses between 10 and 25 feet and setback reductions are offered according to the percentages of low income and workforce units. Similarly, dimensional standards may be modified for Planned Residential Unit Development that provide at least 50% of the units as affordable housing. A neighborhood meeting is required prior to the submission of an application that intends to take advantage of the proposed incentives.

III. INCLUSIONARY ZONING DEVELOPMENT PROJECTS TO DATE

Since the adoption of the inclusionary zoning (IZ), the Planning Board has approved plans and conditional use IZ applications for sixteen projects.

Inclusionary Zoning Development Projects: December 2015 – March 2018 – Table 1

Address	Status	# of Units	Type	Workforce Units	On-Site	Off-Site	Fee-in-lieu
169 Newbury St (Luminato)	Completed	26	Condo	2	0	2	\$0
65 Munjoy St (City Owned)	Completed	8	Condo	6	6	0	\$0
443 Congress St	Under Construction	28	Apt	0	0	0	\$280,000 *
62 India Street	Under Construction	29	Condo	0	0	0	\$290,000
20 Thames St	Under Construction	28	Condo	0	0	0	\$280,000
1 Joy Place	Under Construction	12	Condo	1	1	0	\$0
70 Anderson St	Approved (2016)	10	Rental	1	1	0	\$0
75 Chestnut St (Westerlea View)	Approved (2016)	54	Apt	5	5	0	\$0
161 York St	Approved (2017)	11	Condo	0	0	0	\$110,000
221 Congress St	Approved (2017)	17	Condo	0	0	0	\$170,000
153-165 Sheridan St	Approved (2017)	19	Condo	1	1	0	\$0
1700 Westbrook St (Stroudwater)	Approved (2017)	123	SF/Townhouse	12	12	0	\$0
218-220 Washington St	Approved (2017)	45	Condo	0	0	0	\$416,250
510 Cumberland (Avesta)	Approved (2017)	80	Rental	46	46	0	\$0
58 Boyd St (PHA)	Approved (2017)	55	Rental	44	44	0	\$0
583-605 Stevens Avenue **	Approved (2018)	109	Rental	66	66	0	\$0
22 Hope Ave Subdivision (Brandy Ln)	Approved (2018)	16	SF Home	1	1	0	\$0
56-60 Parris St (Parris Terrace)	Approved (2018)	23	Condo	2	2	0	\$0
Subtotals		693		187	185	2	\$1,266,250
Pending Projects- 2018							
383 Commercial St	Under Review	82	Condo	9	TBD	TBD	TBD
1844 Forest Ave	Under Review	16	Apt.	TBD	TBD	TBD	TBD
37 Front St (PHA)	Under Review	99	Rental	79	79	0	\$0
56 Hampshire St	Under Review	28	Condo	TBD	TBD	TBD	TBD
300 Allen Avenue	Under Review	12	TBD	1	TBD	TBD	TBD
977 Brighton Avenue	Under Review	40	Rental	34	34	0	\$0
Subtotal		1009					

* Fee-in-lieu collected on 12-19-17

** 40 units targeting households earning 50% AMI, 26 units targeting households earning 60% AMI. \$625,000 in City HOME funds subsidized this project to increase affordability by lowering the income affordability from 100% AMI

The total number of units approved is 564, of which 120 are workforce units. The Portland Housing project on Boyd Street and the Avesta project on Cumberland Avenue, exceed the minimum percentage for affordable units. Three other projects are proposing 7 on-site units and two projects are proposing 4 off-site units. Six projects have opted to pay the fee in lieu prior to the issuance of a certificate of occupancy for an anticipated total of \$1,266,250. Seven pending projects pending would generate 304 residential units with 125 workforce units on-site. The commitments from the other projects are yet to be determined.

The Planning Board asked about the effectiveness of the program if all the projects that received various subsidies were not included in the summary. Below is a Table 2 of the inclusionary zoning projects that excludes projects that receive any tax credits or city subsidies.

**Inclusionary Zoning Development Projects: December 2015-March 2018 – Table 2
WITH ALL PROJECTS RECEIVING TAX CREDITS (HOUSING OR HISTORIC) AND/OR CITY SUBSIDIES
REMOVED***

Address	Status	# of Units	Type	Workforce Units	On-Site	Off-Site	Fee-in-lieu
169 Newbury St (Luminato)	Completed	26	Condo	2	0	2	\$0
62 India Street	Under Construction	29	Condo	0	0	0	\$290,000
20 Thames St	Under Construction	28	Condo	0	0	0	\$280,000
1 Joy Place	Under Construction	12	Condo	1	1	0	\$0
70 Anderson St	Approved (2016)	10	Rental	1	1	0	\$0
75 Chestnut St (Westerlea View)	Approved (2016)	54	Apt	5	5	0	\$0
161 York St	Approved (2017)	11	Condo	0	0	0	\$110,000
221 Congress St	Approved (2017)	17	Condo	0	0	0	\$170,000
153-165 Sheridan St	Approved (2017)	19	Condo	1	1	0	\$0
1700 Westbrook St (Stroudwater)	Approved (2017)	123	SF/Townhouse	12	12	0	\$0
218-220 Washington St	Approved (2017)	45	Condo	0	0	0	\$416,250
22 Hope Ave Subdivision (Brandy Ln)	Approved (2018)	16	SF Home	1	1	0	\$0
56-60 Parris St (Parris Terrace)	Approved (2018)	23	Condo	2	2	0	\$0
Subtotals		413		25	23	2	\$1,266,250
Pending Projects- 2018							
383 Commercial St	Under Review	82	Condo	9	TBD	TBD	TBD
1844 Forest Ave	Under Review	16	Apt.	TBD	TBD	TBD	TBD
56 Hampshire St	Under Review	28	Condo	TBD	TBD	TBD	TBD
300 Allen Avenue	Under Review	12	TBD	1	TBD	TBD	TBD
Subtotal		590					

* Seacoast's project in Deering Center would have had to provide 2 units or \$210,000 fee-in-lieu if the Motherhouse project had not been built.

The Planning Board asked about the fiscal impact Inclusionary Zoning Ordinance has had on the assessed value of property. Jeff Levine provided Christopher Huff, Portland Tax Assessor, with a list of affordable housing projects. Mr. Huff confirmed that none of the affordable housing projects have requested or filed for an abatement. In addition, he stated the following:

[O]ur IZ ordinance would have a very small impact on a building/property valuation. For any apartment building with 10+ units, the income approach would be the most acceptable to derive an assessed value. Actual rents (or a Gross Rent Multiplier) would be used in calculating the annual income used in the income approach. The restricted rents of the inclusionary units would have a slight, negligible impact to this calculation. This would differ from project to project, making it difficult to determine any specific loss of value.

Victoria Volent provided a summary (below) of how the collected funds in the Housing Trust Fund have been allocated. She reports that the balance of the Housing Trust Fund is \$913,501.54 and that the chart breaks down deposit and expenditure as of March 20, 2018.

DEPOSITS		EXPENDITURES	
Maine Medical Center 2002-2003	\$318,580	Avesta Oak Street Lofts 2011	(\$380,585)
Sportsman's Grill 2002	\$40,000	Housing First Pre-Development Grants 2014	(\$75,000)
Berlin City Auto 2009	\$116,000	65 Hanover & 62 Alder Streets Feasibility 2015	(\$9,250)
Stop n Shop 2010	\$289,250	65 Munjoy Street 2017	(\$175,000)
Rockbridge/Eastland Park 2012	\$42,500	Total Expenditures	(\$639,835)
Riverwalk/Ocean Gateway 2012	\$250,000		
118 Congress LLC 2012	\$3,500		
Interest earned	\$51,555.81		
91 & 97 Belfort St sale 2017	\$86,423.99		
116 Upper A St., Peaks Island sale 2017	\$78,526.74		
443 Congress St. fee-in-lieu (IZ) 2017	\$280,000		
Total Deposits	\$1,553,336.54	Balance	\$913,501.54

Victoria Volent provided the following synopsis of the Trust Fund:

As noted in the above chart, projects funded with Housing Trust Funds include the Avesta Oak Street Loft project which produced 37 efficiency units of rental housing affordable at 60% of the area median income (AMI) and below (including four units at 40% of AMI); 65 Munjoy Street which produced eight condominium units available for sale to households earning at or below 120% of AMI; Avesta's Huston Commons which produced 30 efficiency Housing First units; and Community Housing of Maine purchased a property on St. John Street which produced four Housing First units.

IV. PROPOSED AMENDMENTS AND POLICY DISCUSSION

The Housing Committee considered a range of potential amendments to Division 30, which were offered by Mayor Strimling and the planning staff. On November 29, 2017, the Committee voted (2-0) to forward to the planning board the committee's support to amend fractional fee payment when units are provided on site and to move other planning staff proposed changes, except for the sunset clause. The Housing Committee voted (2-0) to forward to the Planning Board the other items considered by the committee without a positive recommendation. The ordinance with the staff recommendations is included as Attachment 1. The proposed amendments offered by Mayor Strimling are contained in Attachment 2. A comparison chart of the changes proposed the staff is included as Attachment 3. The proposed amendments from both the staff and the Mayor are summarized below and follow in sequence the sections of the ordinance. The Planning Board is recommending to City Council the adoption of the text amendments contained in Attachment 1.

A. Sec. 14-485. Definitions

- **Affordable:** The definition of affordable is proposed to be amended to clarify that condominium/HOA fees, mortgage insurance, other insurance and real estate taxes are included in the calculations for determining monthly housing expenses. The current language is vague and simply states that insurance and taxes will be taken into consideration. This is considered a housekeeping amendment to specify the eligible monthly housing expenses. **(Attachment 1, page 1)**

Recommendation: Staff proposal and moved forward by Housing Committee. **Planning Board recommended.**

- **Low Income housing unit for rent:** The modifies the definition of low income housing for rent to specify that “the unit is rented to a household earning 80% or less of AMI. The proposed staff changes eliminate the statement that annual rent increases for the unit are limited in perpetuity by deed restriction or legal document. The replacement language states, “The requirements of (a) and (b) above are limited by deed restriction or other legally binding agreement for the applicable time required in this ordinance.” Division 30 has time frames for workforce housing under 14-487 (e)7 of the standards (listed below) and there are separate timeframes for projects seeking incentives under the Affordable Housing ordinance. **(Attachment 1, page 1)**

Recommendation: Staff proposal and moved forward by Housing Committee. **Planning Board recommended.**

- **Low Income housing unit for sale.** The proposed text amendment raises the sale price that is affordable for a household from 80% to 100% or less of the HUD AMI. A provision is added that the unit is to be sold to a household earning 100% or less of AMI, and modifies the restrictions for all future sales to the length of time required in the code. **(Attachment 1, page 2)**

Recommendation: Mayor Strimling proposed that future sales be affordable to those earning 100% of the AMI, which is the proposed figure.

Housing Committee moved forward without a positive recommendation. **Planning Board recommended.**

- ***Eligible project:*** The language is modified to allow a broader range of housing projects to be included. The proposal adds single-family or multi-family dwelling or subdivision consisting of a group of dwellings and not located in R-1 or R-2. It requires a low-income or workforce housing unit for rent or for sale to qualify under the eligible projects. This is offered as a housekeeping amendment to clarify the language, which currently, specifies at least one low-income or workforce unit for rent or sale. **(Attachment 1, page 2)**

Recommendation: Staff proposal and moved forward by Housing Committee. **Planning Board recommended.**

- ***Workforce housing unit for rent:*** The revisions are intended to clarify that the unit rent is considered affordable for households earning 100% or less of the AMI. The provision adds that the unit is to be rented to a household earning 100% or less of AMI and that the long-term restrictions are limited by deed restriction or other legally binding agreement for the time frame of this ordinance. **(Attachment 1, page 3)**

Recommendation: Staff proposal and moved forward by Housing Committee. **Planning Board recommended.**

- ***Workforce housing for sale:*** The housekeeping amendment to this definition is modified to state that the unit cost is affordable to households earning 120% or less of the HUD AMI, rather than the current language of less than. Again, it adds that the unit shall be sold to a household earning 120% or less and that requirements for future sales are limited by the deed restriction and legally binding agreement for the length of time of this ordinance. **(Attachment 1, page 3)**

Recommendation: Staff proposal and moved forward by Housing Committee. **Planning Board recommended.**

B. Sec. 14-487. Ensuring Workforce Housing

- ***(b) Applicability/Conditional Use Requirement/Sunset.*** The title is proposed to be simply Applicability. A housekeeping amendment is proposed to the applicability section to delete the line exempting Master Development Plans, Level III site plans, or comparable applications from being subject to this ordinance that were submitted prior to the effective date of the ordinance. **(Attachment 1, page 4)**

Recommendation: Staff proposal and moved forward by the Housing Committee. **Planning Board recommended.**

- ***(c) All Developments of Ten Units or More Conditional Uses/Sunset.*** The second amendment is this section would allow a Conditional Use review of IZ applications administratively or by the Planning Board in accordance with the thresholds of site plan review within the India Street Form Based Code zone. As Jeff Levine noted at the public hearing, the overall intent of the Form Based Code was to provide an efficient and streamlined review process, thus this amendment is proposed. Projects within other zoning districts would continue to be reviewed by the Planning Board as an Inclusionary Zoning Conditional Use. **(Attachment 1, page 4)**

Recommendation: Staff proposal and moved forward by the Housing Committee. **Planning Board recommended.**

- ***(c) All Developments of Ten Units or More Conditional Uses/Sunset.*** The Planning Board considering moving the sunset provisions to this section and considered whether to retain, extend by 2 years to 2024 or eliminate the provision. The intent of the sunset provision was to evaluate the effectiveness of the ordinance prior to the sunset date and then, the expiration date would be deleted or the entire section removed from this section. The staff recommendation was the elimination of the sunset provision, which is scheduled to occur in 2021, because it creates uncertainty in the market as the date approaches and may influence developers to delay projects. At the public hearing, the Planning Board voted to recommend the proposed text amendments to the City Council with the sunset provision eliminated. Two members (David Eaton and Brandon Mazer) voted against the motion solely because the motion included eliminating the sunset provision. They did not support extinguishing the sunset provision and preferred extending it.

As noted in Section III above, the Inclusionary Zoning requirements do not appear to have slowed housing development in Portland and has provided affordable units and funding. Victoria Volent's memos in Attachments 5 and 6 for further analysis. **(Attachment 1, page 4)**

Recommendation: Staff Proposal and moved forward by the Housing Committee without a positive recommendation. **Planning Board recommended.**

- ***(d) Workforce Housing Minimum.*** The proposal from the Mayor is to change the workforce housing to low-income housing and set a minimum percentage of 20% of the units must be low income. Low-income housing is substituted for workforce housing throughout this section. The specific changes are contained in Section 14-487 (d). **(Attachment 2, page 3)**

Recommendation: Mayor Strimling's proposal and moved forward by the Housing Committee without a positive recommendation. **Planning Board did not recommend.**

- ***(d) Workforce Housing Minimum.*** One of the four substantive changes proposed to the inclusionary zoning is to eliminate the ability to round down for on-site units and instead include provisions for fractional payments for IZ units. The current minimum requires 10% of the units to be Workforce housing units. If the units are proposed on-site, then the calculation of the required number of units can be rounded down. If a fee-in-lieu is chosen, the fee may not be rounded down and must account for the fractional cost of the 10% of all units. For example, a 19-unit project can meet the requirements by providing one unit on-site or paying the fee-in-lieu for 1.9 units. The proposal is to eliminate the option to round down, so a developer would have three options in the above example: 1) provide the additional unit for a total of 2 units; 2) create one unit and pay the fractional difference in a partial fee-in-lieu; or 3) pay the fee-in-lieu. Victoria Volent's memos in Attachments 5 and 6 for further analysis, specifically on the financial implications of this policy and research outlining approaches in other communities. **(Attachment 1, page 5)**

Recommendation: Staff proposal and **forward** by the Housing Committee with a positive recommendation. **Planning Board recommended.**

- ***(d) Workforce Housing Minimum:*** Mayor Strimling's proposal is to change this section from Workforce Housing Minimum to Low-Income Housing Minimum and requiring that the inclusionary zoning requirement be increased from 10% to 20%. This revision is carried through this section. The

changes are contained in Sec. 14.487(e) Standards subparagraphs 2, 3, 4, 5, and 7. (**Attachment 2, page 4**).

Recommendation: Mayor Strimling's proposal and moved forward by the Housing Committee without a positive recommendation. **Planning Board did not recommend.**

- (e) Standards: Under the standards for review for compliance with IZ, the staff proposes changes to the manner in which the bedroom count is calculated. It allows the staff to consider the actual number of bedrooms proposed or use every 400 square feet of each unit to determine the bedroom count. The present wording determines the number of bedrooms by counting every 400 square feet of floor space in a market unit. The proposed change would state that for the purposes of calculating the number of bedrooms in a development, every 400 feet in each unit will count as a bedroom, if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. (**Attachment 1, page 5**)

Recommendation: Staff Proposal and moved forward by the Housing Committee. **Planning Board recommended.**

V. COMPREHENSIVE PLAN

Portland's Plan 2030 has the following housing goals, which support affordable housing initiatives. The specific goals are as follows:

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.

The accompanying strategy states:

- Continue to implement best practices in workforce and affordable housing development such as the Housing Trust Fund, inclusionary zoning, and other tools.

The proposed amendments seek to further the city's goal to increase the overall supply of affordable housing. The intent is to promote the equitable the implementation of the inclusionary zoning ordinance through improved clarity in the regulations. Substantively, the proposal to eliminate the option to round down the required number of affordable units when housing is being provided effectively increases the number of units produced and/or increases the monetary contributions to the city for future projects.

VI. PLANNING BOARD RECOMMENDATION

The Planning Board finds the proposed amendments in Attachment 1 to be consistent with Portland's Comprehensive Plan and recommends adoption of the text amendments for Division 30, Affordable Housing to City Council. The vote was 5-2 with Board members Eaton and Mazer opposed due to the total elimination of the sunset provision. Both members supported all of the other text amendments contained in Attachment 1 and asked to be on the record stating their support.

The Board's support for the partial fee-in-lieu was generally based on the idea that it levelled the playing field between projects that chose to provide units on site and projects that pay a fee-in-lieu. Right now, a 19-unit project can provide only one workforce unit, as the number of units is rounded down. However, if that project chose to pay a fee-in-lieu, it will have to pay 1.9 times the fee for one unit. Under the proposed amendment, if the 19-unit project chose to provide a unit on site, it would also have to pay 0.9 times the fee for one unit.

On the issue of the sunset provision, the majority of the Board felt that there was no longer the need for the provision. Sunset provisions are rare in City ordinances. The majority felt the program has proven to be successful, and, as with any other ordinance, the City Council is free to repeal it if it finds the program is no longer effective. City staff reports regularly to the Housing Committee and Planning Board on the program's activities, and also keeps an active log on the City's web site of developments subject to the ordinance. The majority also agreed with staff that a sunset provision may have some impact on the development market by creating a sense of uncertainty and potentially a possibility of land owners "banking" their property with the expectation that the ordinance may sunset.

On the other hand, two Board members felt they could support potentially extending the sunset provision by two years but did not feel the program had been in existence long enough to justify elimination of the sunset provision. Both members felt the sunset provision provided an opportunity for the city to formally assess the effectiveness of the program.

The Planning Board does not recommend the amendments proposed in Attachment 2. The motion to recommend the text amendments to Division 30 contained within Attachment 2 failed with a vote of 0-7. The Board felt that the current 10% requirement was appropriate for the Portland market. Only much more expensive markets are a higher percentage warranted, and even in those markets there have been some concerns about a 20% requirement. Similarly, while a low-income housing requirement is more common than a workforce housing requirement, the Board did not feel that change was warranted at the time.

Attachments:

1. Proposed Text Amendments Proposed by Staff, Division, 30 Affordable Housing
2. Proposed Text Amendments Proposed by Mayor Strimling, Division 30, Affordable Housing
3. Comparison Chart of Current Ordinance and Proposed Amendments
4. Memorandum, Mayor Strimling, November 29, 2017
5. Memorandum, Victoria Volent, Housing Program Manager, November 3, 2017
6. Memorandum, Victoria Volent, Housing Program Manager, November 21, 2017

Division 30- 2018 Amendments – Planning Board Recommendations- May 8, 2018

DIVISION 30. AFFORDABLE HOUSING

Sec.14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction on the limited supply of available land for suitable housing, and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

(a) (a)—The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);

(b) The unit is rented to a household earning 80% or less of AMI; and

(cb) Annual rent increases for that unit are limited~~The requirements of (a) and (b) above are limited in perpetuity~~ by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.~~to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.~~

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Low-income housing unit for sale means a dwelling unit for which:

- (a) ~~(a)~~ The sale price is affordable to a household earning ~~80~~100% or less of ~~the HUD~~ AMI;
- (b) The unit is sold to a household earning 100% or less of AMI; and
- (~~c~~) The requirements of (a) and (b) above are ~~The resale price is~~ limited by deed restriction or other legally binding agreement for ~~all~~ future sales ~~unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place~~ for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- ~~(a)~~ (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, ~~as defined in section 14-47,~~ and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for

Division 30- 2018 Amendments – Planning Board Recommendations- May 8, 2018

rent or ~~workforce housing for~~ sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit for which:

- (a) ~~(a)~~—The rent isIs affordable to a household earning 100% or less than ~~100%~~ of HUD-AMI;
- (b) The unit is rented to a household earning 100% or less of AMI; and
- (~~b~~c) The requirements of (a) and (b) above are Annual rent increases for that unit are limited by deed restriction or other legally binding agreement— for the applicable length of time in this ordinance. ~~to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.~~

Workforce housing unit for sale means a dwelling unit for which:

- (a) ~~(a)~~—The purchase price is affordable to a household earning at120% or less of HUD-AMI;
- (b) The unit is sold to a household earning 120% or less of AMI; and
- (c) The requirements of (a) and (b) above are The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size for the applicable length of time in this ordinance.

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~~where a project prefers to pay a fee in lieu as per (e)3. below. The project shall have the option of paying a partial fee-in-lieu as per (e)4 below for any fractional value or providing an additional unit on site.~~

(e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be no less than 10 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development~~this section~~, ~~for~~ every 400 square feet in each a-market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. the actual number of bedrooms in the unit is lower.
4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.

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6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) Reporting to City Council. In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.

Division 30 Amendments Proposed by Mayor Strimling

DIVISION 30. AFFORDABLE HOUSING

Sec.14-484. Purpose.

It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction on the limited supply of available land for suitable housing, and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); and
- (b) Annual rent increases for that unit are limited in perpetuity by deed restriction or other legally binding agreement to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of the HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit to an amount that is affordable to a household earning ~~120~~100% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place.

Division 30 Amendments Proposed by Mayor Strimling

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a multi-family dwelling, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income housing unit for rent or workforce housing for sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and
- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit which:

- (a) Is affordable to a household earning less than 100% of HUD AMI; and
- (b) Annual rent increases for that unit are limited by deed restriction or other legally binding agreement to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household at 120% of HUD AMI; and
- (b) The resale price is limited by deed restriction or other

Division 30 Amendments Proposed by Mayor Strimling

legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

(Ord. No. 98-06/07, 12-4-06; Ord. No. 84-08/09, 10-20-08; Ord. 82-15/16, 10-19-2015; Ord. No. 196-15/16, 3-21-2016)

Sec. 14-486. Reduction of fees.**Sec. 14-487. Ensuring Workforce Housing.**

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.

(c) *All Developments of Ten Units or More Conditional Uses.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487.

This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.

(d) *Workforce-Low-Income Housing Minimum.* At least ~~ten~~ twenty percent (~~12~~%) of the units in the project shall meet the definition of workforce-low-income housing unit for sale or for rent. The number of units required is rounded down to a whole number if providing units as per (e)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (e)3. below.

(e) *Standards.*

Division 30 Amendments Proposed by Mayor Strimling

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. ~~Workforce-Low-income housing~~ units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. ~~Workforce-Low-income~~ units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be ~~1~~20 percent of the total number of bedrooms in the development. For the purposes of this section, for every 400 square feet in a market rate unit will count as a bedroom if the actual number of bedrooms in the unit is lower.
4. As an alternative to providing ~~workforce-low-income~~ housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. ~~Workforce-Low-income~~ housing units for sale, if converted to ~~workforce-low-income~~ housing units for rent, shall become subject to the income limits and other requirements of such units.
6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 10 percent ~~workforce-low-income housing~~ units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years

Division 30 Amendments Proposed by Mayor Strimling

50%	20 years
100%	10 years

(f) *Implementing Regulations.* Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) *Reporting to City Council.* In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.

Comparison Chart of Proposed Staff Recommendations Attachment 3

<p>Sec.14-484. Purpose. It is in the public interest to promote an adequate supply of affordable housing for the city's residents. The purpose of this division therefore is to offer incentives to developers to include units of affordable housing within development projects, thereby mitigating the impact of market rate housing construction on the limited supply of available land for suitable housing, and helping to meet the housing needs of all economic groups within the city. The city believes that this division will assist in meeting the city's comprehensive goals for affordable housing, in the prevention of overcrowding and deterioration of the limited supply of affordable housing, and by doing so promote the health, safety and welfare of its citizens.</p>	<p>No Changes</p>
<p>Sec. 14-485. Definitions <i>Affordable</i> means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.</p> <p><i>Low-income housing unit for rent</i> means a dwelling unit for which:</p> <ul style="list-style-type: none"> (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); and (b) Annual rent increases for that unit are limited in perpetuity by deed restriction or other legally binding agreement to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size. 	<p>Sec. 14-485. Definitions. <i>Affordable</i> means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including <u>condominium/HOA fees, mortgage insurance, other</u> insurance and <u>real estate</u> taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.</p> <p><i>Low-income housing unit for rent</i> means a dwelling unit for which:</p> <ul style="list-style-type: none"> <u>(a) (a)</u> —The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); <u>(b) The unit is rented to a household earning 80% or less of AMI; and</u> <u>(cb) Annual rent increases for that unit are limited. The requirements of (a) and (b) above are limited in perpetuity by deed restriction or other legally binding agreement for the applicable length of time in this ordinance, to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.</u>

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning 80% or less of the HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a multi-family dwelling, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income housing unit for rent or workforce housing for sale, through new construction, substantial rehabilitation of

Low-income housing unit for sale means a dwelling unit for which:

- ~~(a)~~ ~~(a)~~ — The sale price is affordable to a household earning ~~80~~100% or less of ~~the HUD~~ AMI;
- ~~(b)~~ The unit is sold to a household earning 100% or less of AMI; and
- ~~(cb)~~ The requirements of (a) and (b) above are. The resale price is limited by deed restriction or other legally binding agreement for all future sales -unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- ~~(a)~~(c) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or workforce housing for sale, through new construction, substantial rehabilitation of existing structures, adaptive

<p>existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and</p> <p>(d) Projects shall not be considered “eligible projects” solely because they are subject to Section 14-487 (“Ensuring Workforce Housing”).</p> <p><i>Workforce housing unit for rent</i> means a dwelling unit which:</p> <p>(a) Is affordable to a household earning less than 100% of HUD AMI; and</p> <p>(b) Annual rent increases for that unit are limited by deed restriction or other legally binding agreement to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.</p> <p><i>Workforce housing unit for sale</i> means a dwelling unit for which:</p> <p>(a) The purchase price is affordable to a household at 120% of HUD AMI; and</p> <p>(b) The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.</p>	<p>reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and</p> <p>(d) Projects shall not be considered “eligible projects” solely because they are subject to Section 14-487 (“Ensuring Workforce Housing”).</p> <p><i>Workforce housing unit for rent</i> means a dwelling unit for which:</p> <p>(a) (a)—The rent is affordable to a household earning 100% or less than 100% of HUD AMI;</p> <p>(b) <u>The unit is rented to a household earning 100% or less of AMI; and</u></p> <p>(bc) <u>The requirements of (a) and (b) above are Annual rent increases for that unit are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance. to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.</u></p> <p><i>Workforce housing unit for sale</i> means a dwelling unit for which:</p> <p>(a) (a)—The purchase price is affordable to a household earning at 120% or less of HUD AMI;</p> <p>(b) <u>The unit is sold to a household earning 120% or less of AMI; and</u></p> <p>(c) <u>The requirements of (a) and (b) above are The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size for the applicable length of time in this ordinance.</u></p>
<p>Sec. 14-486. Reduction of fees.</p>	<p>Sec. 14-486. Reduction of fees. No proposed amendments</p>
<p>Sec. 14-487. Ensuring Workforce Housing. (a) <i>Purpose.</i> Based on the city's Comprehensive Plan and the housing study completed</p>	<p>Sec. 14-487. Ensuring Workforce Housing. (a) <i>Purpose.</i> Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the</p>

in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) Applicability/Conditional Use Requirement/Sunset.

This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.

(c) All Developments of Ten Units or More Conditional Uses. Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487.

This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.

(d) Workforce Housing Minimum. At least ten percent (10%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. The number of units required is rounded

public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) Applicability/Conditional Use Requirement/Sunset. This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. ~~This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.~~

(c) All Developments of Ten Units or More Conditional Uses/Sunset. Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 ~~unless they are within the India Street Form Based Code district, in which case the review will be conducted administratively or by the Planning Board in accordance with the thresholds of site plan review for the district.~~

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

This section 14-487 shall be in effect until September 30, 2024, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.

(d) Workforce Housing Minimum. At least ten percent (10%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. ~~The number of units required is rounded down to a whole number if providing units as per (c)2. below, or~~

<p>down to a whole number if providing units as per (e)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (e)3. below.</p>	<p>shall include a fractional value in cases where a project prefers to pay a fee in lieu as per (e)3. below. The project shall have the option of paying a partial fee-in-lieu as per (e)4 below for any fractional value or providing an additional unit on site.</p>
<p>(e) Standards.</p> <ol style="list-style-type: none"> 1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations. 2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units. 3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be 10 percent of the total number of bedrooms in the development. For the purposes of this section, for every 400 square feet in a market rate unit will count as a bedroom if the actual number of bedrooms in the unit is lower. 4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement. 5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units. 6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval. 	<p><u>(e) Standards.</u></p> <ol style="list-style-type: none"> 1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations. 2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units. 3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be <u>no less than</u> 10 percent of the total number of bedrooms in the development. For the purposes of <u>calculating the number of bedrooms in a development</u> this section, for every 400 square feet in <u>each a</u>-market rate unit will count as a bedroom if <u>the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms, the actual number of bedrooms in the unit is lower.</u> 4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement. 5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units. 6. If at least 33 percent of the units in a development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.

7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:		7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:	
Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units	Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances	10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years	25%	30 years
50%	20 years	50%	20 years
100%	10 years	100%	10 years

Portland, Maine



Yes. Life's good here.

Office of the Mayor, Ethan K. Strimling

TO: Housing Committee, Councilor, Jill Duson, Chair; Councilors David Brenerman and Brian Batson
FROM: Ethan Strimling, Mayor
DATE: November 29, 2017

Inclusionary Zoning Changes

- Increase the percentage of units required from 10% to 20%
- Drop income eligibility levels from 120 to 100% AMI for home ownership and from 100 to 80% for rental
- Change AMI to Portland Median Income

The Lincoln Institute described the need for inclusionary zoning well: “skyrocketing housing prices push middle class and low-income residents far away from well-paying jobs, reliable transportation, good schools, and safe neighborhoods. Inclusionary housing alone will not solve our housing crisis, but it is one of the few bulwarks we have against the effects of gentrification.” Indeed, more than 500 communities nationwide have adopted such ordinances.

And despite strong concerns expressed when this passed the council 7-2 in 2015, - “You’re going to get less housing” and “Small developers will say, ‘if the limit is 10, I’ll do nine” - nothing could be further from the truth of what actually happened. In reality, Housing construction has continued at a solid pace with 195 units permitted in 2016 and 296 in 2017. Both years after the IZ was put in place, compared to 136 in 2014 (2015 is an odd year as it has a few huge projects permitted, like Federated, that have yet to be built).

However, despite the adoption of our own IZ ordinance two years ago, there is, as this committee is well aware, still an affordable housing crisis in Portland. And while the IZ ordinance has certainly not had a detrimental impact on housing development, it also has not seen the impact it could. Raising the percentage of low-income units required from the current 10% to 20% will better utilize this existing tool, and aggressively targeting lower-income percentages for homeownership and rentals will follow “best practices” from other communities, according to staff, to target those who benefit most.

A few quick facts on how our IZ compares to other communities:

- In a 2014 study of communities around the country with inclusionary zoning ordinances, about 77% used greater than 10% as the required set-aside, with 73% of municipalities at 15% or higher. Over half are at 20% or higher, the level I am requesting the committee consider today.
- Additionally, according to our planning staff, 80% and 100% affordability are considered “best practice.”

A few quick facts on the affordability crisis:

- As we heard two weeks ago, 1200 people in Portland have applied to Avesta for housing, and they have only been able to help 100. Additionally, this morning I went to the new Avesta Project on Carleton Street, where they have brand new affordable units ranging from \$500-\$1000 a month. They already have 65 applications for the 37 units, and they aren't even open. They have closed the process.
- A third of all Portland owner-occupied households pay 30% or more of their income on housing and about half of rental households pay 30% or more.
- 74% of households are unable to afford the median home price in the city and 62% of renter households cannot afford the average two-bedroom apartment.
- For a house to be affordable at the median household income, the cost would need to be about \$143,479. However, the median home price in Portland last year was \$262,250, which requires an annual income of \$80,110.
- Of the 976 homes sold in Portland in 2016, only 34 were considered affordable.
- About 43% of Portland renters and 29% of homeowners are considered to be living in poverty.
- The median renter household earns \$31,028, meaning that affordable median rent is \$776 a month. Unfortunately, the median rent for a two bedroom is almost \$300 higher (\$1,052). Nearly 62% of renter households cannot afford this.
- Median rents citywide averaged an increase of 7.2% from last year to this year, with vast differences between neighborhoods.



To: Councilor Duson, Chair Housing Committee
Members of the Housing Committee

From: Victoria Volent, Housing Program Manager
Housing & Community Development Division

Date: November 3, 2017

Subject: Proposed Amendments to the Inclusionary Zoning Ordinance and Review of Fee-in-lieu Payment

Summary:

This memo contains two topics for review in regards to the City's Inclusionary Zoning Ordinance. The first topic item outlines two proposed staff amendments to the Inclusionary Zoning Ordinance. The second topic item is a review of the fee-in-lieu payment.

Topic One: Staff Amendments to the Inclusionary Zoning Ordinance

Amend the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on-site.

A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation would be provided in the form of a proportional fee-in-lieu that is related to the cost of providing an affordable housing unit within the development project. The amendment would apply to on-site projects as the current ordinance allows developers to round the number of units down. This would address the concern that the requirement, while listed at 10%, can be as low as 5.25%.

For example, currently a 10-unit project and a 19-unit project may both meet their workforce housing requirements by providing one workforce unit on-site. No change is recommend for the 10-unit project (it would continue to meet the requirement by



providing one unit on site;) however, the 19-unit project would have to provide the unit on-site and also pay 90% of the fee-in-lieu (currently \$92,250.) This is consistent with how many other communities handle proportional units.

OVERALL ESTIMATED COST/REVENUE: Approximately \$10,250 per 10% of each fractional unit obligation.

Amend the Inclusionary Zoning Ordinance to remove the sunset clause.

Removing the sunset clause from the Inclusionary Zoning Ordinance would address the concern that this clause may result in land banking, especially as 2021 approaches. Given the need for housing production, staff recommends that the sunset clause be removed, and that the City Council make any decision to amend or repeal the ordinance as they please without a set timeframe.

The Mayor has two additional recommendations which are outlined in the attached July 18th Council Memo.

Topic Two: Review of the fee-in-lieu payment

Last month, staff presented the 2017 Housing Report to the Housing Committee. Section II. b. of the report presented the accomplishments of current City policies and initiatives in place to address issues of housing affordability and availability. While discussing the accomplishments of the Inclusionary Zoning Ordinance, the Housing Committee requested staff to prepare a separate report regarding how Portland and other municipalities determine an appropriate fee-in-lieu payment.

Background

In October 2015, the City Council approved amendments to the City's zoning ordinance mandating inclusionary zoning within all residential development projects of ten or more units. Section 14-487, Ensure Workforce Housing, requires all projects to make available a minimum of 10% of their units as workforce housing to eligible households. Developers also have the option of building units off-site within the same census block or paying a fee-in-lieu of some or all units into the City's Housing Trust Fund.



Planning & Urban Development Department

The fee for affordable units not provided was set at \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement. The 2017 fee-in-lieu is \$102,500 per unit.

Since adoption of Inclusionary Zoning, eleven qualifying residential or mixed-use projects proposed by private developers have been approved by the Planning Board as of October, 2017. From those eleven projects, 14 units of workforce housing are proposed, and five out of eleven developers chose to pay the fee-in-lieu into the City's Housing Trust Fund for a total of \$1,266,250 (the actual funds will be deposited when the certificate of occupancy is requested).

Establishing a Fee-in-lieu Payment Amount

A March 5, 2015 staff memorandum to the Housing and Community Development entitled "*Proposed Inclusionary Zoning Ordinance- Next Steps*" noted:

It is important to keep in mind that the fee-in-lieu is theoretically supposed to cover the cost of creating an affordable unit at the target income levels. While it is hard to find a specific number that meets that goal, we generally find that the cost of producing an affordable unit is about \$125,000.

In Massachusetts the state's Department of Housing and Community Development recommends a fee-in-lieu "be determined as a per-unit cost as calculated from regional construction and sales report".

New Jersey and California also have state-wide inclusionary zoning policies. According to the National Housing Council, these two states and Massachusetts account for nearly 80% of all inclusionary zoning programs in the United States. New Jersey's fee-in-lieu requirement is \$180,000 per unit, while California requires an "in-lieu fee that is reasonably related to the cost of providing the affordable unit forgone by the developer's election to pay the fee".

Examples from Other Communities

Some communities are moving away from the option of offering a fee-in-lieu option. Others are increasing their fee-in-lieu in recognition of their preference for on-site units.



Planning & Urban Development Department

Many use a formula to determine the fee-in-lieu based on factors such as the size of the market rate units, the size of the project, and even the location of the project within the municipality.

Some examples of fees-in-lieu from other municipalities are in the table below.

<u>Municipality</u>	<u>Fee-in-Lieu</u>
Boston, MA	\$200,000- \$380,000 per unit depending on location
Brookline, MA	Based on sales price (\$175,000 for a typical 8-unit project, \$341,250 for a typical 15-unit project)
Burlington VT	\$100,000 in 2007, no longer permitted
Cambridge, MA	No longer permits fee-in-lieu
Chapel Hill, NC	\$85,000
San Francisco, CA	\$148,506-\$521,431 per unit depending on the size of the market units (\$366,369 for 2 BR)
Somerville, MA	Uses a complex formula based on location and unit types
Tirburon, CA	\$275,000
Watertown, MA	\$259,000-\$399,000 depending on the size of the market rate

Development Costs Analysis

Housing and Community Development Division Staff analyzed development costs associated with sixteen affordable housing projects in Portland which received some type of subsidy from the City (HOME, CDBG, TIF, etc.) from 2000 to 2013. The analysis revealed the average development cost per unit was \$192,664.

Conclusion

Portland, California, and Massachusetts each consider the per unit cost of producing a unit of affordable housing, given unique local circumstances (cost of land, need for infrastructure, current construction costs, etc.), when determining the fee-in-lieu. Staff recommends the fee-in-lieu continue to be related to the cost of providing an affordable housing unit within the development project.

However, staff recommends consideration be given to requiring that in cases where units are provided on-site – where the developer can round the number of units down –

Portland, Maine



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Planning & Urban Development Department

the City consider adopting a best practice that the "fractional" unit be provided in the form of a proportional fee-in-lieu.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhtz, Nancy English, Julianne Sullivan

FROM: Ethan Strimling, Mayor

DATE: July 18, 2017

SUBJECT: Amendments to Inclusionary Zoning Ordinance

SPONSOR: Ethan Strimling, Mayor
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading 7/24/17 Final Action TBD

Can action be taken at a later date: Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I ONE SENTENCE SUMMARY

Amendments are being proposed to Division 30 related to the Inclusionary Zoning ordinance, including proposals to increase the percentage required to 20% and lower the income maximums.

II. AGENDA DESCRIPTION

Submission of proposed changes to the Inclusionary Zoning ordinance in Chapter 14 Division 30, for referral to the Housing Committee. This submission includes changes proposed by the Mayor and other changes proposed by City Staff.

III. BACKGROUND

In October 2015, the City Council passed the City's inclusionary zoning ordinance in section 14-387. That ordinance was part of a package known as "Encourage and Ensure" that included significant density bonuses for housing production, and also the inclusionary requirement for larger developments. In summary, the current ordinance requires that all developments of 10 units or more include 10% of their units as affordable at 100% of Area Median Income (about \$80,000 for a family of 4) if they are rentals, or at 120% of Area Median Income (about \$96,000 for a family of 4) if they are for sale. The number of units is rounded down, so a development of between 10 and 19 units has to provide 1 affordable unit. Alternatively, a developer can pay a fee-in-lieu to the City's Housing Trust of \$100,000 a unit (adjusted annually, currently \$102,500.) That amount is not rounded down, so a 19-unit building would have to pay a fee-in-lieu of \$194,750.

Since the ordinance went into effect, housing developments proposals have continued at a similar pace as prior to the ordinance. Attached is a list of projects that are subject to the ordinance and their proposed method of meeting its requirements. Developers have generally been cooperative with staff in thinking through how to meet its requirements, and have noted the flexibility of the ordinance as an asset. Note that some projects that opened after October 2015, such as the Hiawatha on Congress Street, were not subject to the ordinance as they applied for site plan approval prior to its effective date.

This item proposes to forward to the Housing Committee two sets of amendments. One set, proposed by the Mayor, would increase the percentage requirement in the ordinance to 20%, and also require that the units be affordable at low-income (80% of Area Median Income, or about \$65,000 for a family of 4, if for rent; or 100% of Area Median income if for sale.)

The second set of amendments, proposed by staff, are primarily designed to fine tune the ordinance. They include some clarifications of definitions and corrections of scrivener's errors. Staff is also proposing that when units are provided on-site, a developer will have to pay a fee-in-lieu for a fractional unit as per the size of the project. In the 19-unit example above, if the 1 unit were provided on-site, the developer would also have to pay \$90,250 into the Housing Trust. This would address the concern that the requirement, while listed as 10%, can be as low as 5.25%.

Finally, the existing ordinance includes a sunset clause that requires that it automatically expire in 2021. Staff has raised the concern that this clause may result in land banking, especially as 2021 approaches, by land owners hoping to sell their property with an inclusionary zoning requirement. Given the need for housing production, staff recommends that sunset clause be removed, and that the City Council make any decision to amend or repeal the ordinance as they please without a set timeframe.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The goal is to increase production of low-income affordable housing and to implement the Council goal to: "Implement policies to capitalize the Housing Fund."

V. FINANCIAL IMPACT

None currently anticipated, but would be studied as part of the Housing Committee and Planning Board processes.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Staff has been monitoring the Inclusionary Zoning ordinance to determine its effectiveness to date. Generally, it has been working very well for what it was intended to accomplish. However, there are some relatively minor changes staff is recommending at this time to fine tune the ordinance. The Mayor's recommended changes would make the ordinance similar to those in Cambridge and Somerville, Massachusetts, which both recently increased their inclusionary requirement to 20%. The income levels recommended in the Mayor's changes are not unusual for Inclusionary Zoning ordinances nationally. At this point, staff recommends forwarding these proposed changes to the Housing Committee for further discussion.

VII. RECOMMENDATION

Referral to the Housing Committee and potentially Planning Board for recommendations to the full Council.

VIII. LIST ATTACHMENTS

Draft text amendments to Division 30

Income limits for 2017

Projects subject to Inclusionary Zoning to date

Prepared by: Jeff Levine

Date: July 18, 2017

Bean/agendarequestmemo/rev 1/23/2017

Order 14-17/18

Passage: 6-3 (Batson, Duson, and Ray) on 7/24/2017

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

Effective 8/3/2017

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

**ORDER REFERRING
THE INCLUSIONARY ZONING AMENDMENTS
TO THE HOUSING COMMITTEE**

ORDERED, that the City Council hereby refers the proposed inclusionary zoning amendments, attached hereto, to the Housing Committee; and

BE IT FURTHER ORDERED, that the Housing Committee review the proposed ordinance and provide its final recommendation on this issue to the City Council.

DIVISION 30. AFFORDABLE HOUSING

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Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); and
- (b) Annual rent increases for that unit are limited ~~in perpetuity~~ by deed restriction or other legally binding agreement to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of the HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for ~~all~~ future sales of the unit to an amount that is affordable to a household earning ~~120~~100 80% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a multi-family dwelling ,as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or ~~workforce housing for~~ sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and
- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit which:

- (a) Is affordable to a household earning 100% or less ~~than 100%~~ of HUD AMI; and

- (b) Annual rent increases for that unit are limited by deed restriction or other legally binding agreement to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning at 120% or less of HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for ~~all~~ future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

...

Sec. 14-487. Ensuring Workforce Housing.

a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.

c) *All Developments of Ten Units or More Conditional Uses.* Notwithstanding any language to the contrary in Chapter

14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case staff shall determine compliance with this section.

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

d) Workforce Low-Income Housing Minimum. At least ~~ten~~ twenty percent (±20%) of the units in the project shall meet the definition of workforce low-income housing unit for sale or for rent. ~~The number of units required is rounded down to a whole number if providing units as per (c)2. below, or shall include a fractional value in cases where a project prefers to pay a fee in lieu as per (c)3. below.~~ The project shall have the option of paying a partial fee-in-lieu as per (c)3 below for the fractional value, or providing an additional unit on site.

e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
- ~~2.~~ Workforce Low-income housing units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
- ~~3.~~ Workforce Low-income units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be ±20 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development~~this section,~~ for every 400 square feet in each market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. ~~if the actual number of~~

~~bedrooms in the unit is lower.~~

4. As an alternative to providing workforce low-income housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be ~~\$100,000~~ 102,500 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
- ~~5. Workforce Low-income housing units for sale, if converted to workforce low-income housing units for rent, shall become subject to the income limits and other requirements of such units.~~
6. If at least 33 percent of the units in a development are workforce or low-income housing units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 120 percent workforce low-income housing units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 ears

...

Portland, Maine



Yes. Life's good here.

Planning & Urban Development Department

To: Councilor Duson, Chair Housing Committee
Members of the Housing Committee

From: Victoria Volent, Housing Program Manager
Housing & Community Development Division

Date: November 21, 2017

Subject: Inclusionary Zoning Review

The attached packet of information contains an outline of the four Inclusionary Zoning Housing Policy proposals for the Housing Committee's consideration. The proposals are:

- Amend the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on site.
- Amend the Inclusionary Zoning Ordinance to remove the sunset clause.
- Amend the Inclusionary Zoning Ordinance to increase the percentage of mandatory affordable units.
- Amend the Inclusionary Zoning Ordinance to lower the affordability income level.

Also included is a memo titled Inclusionary Zoning Review which assesses Inclusionary Zoning provisions for the Housing Committee's evaluation. The provisions for review are:

- Approach for setting Fees
- Affordability Terms
- Income Targeting
- Inclusionary Set Aside Percentages



Planning & Urban Development Department

To: Councilor Duson, Chair Housing Committee
Members of the Housing Committee

From: Victoria Volent, Housing Program Manager
Housing & Community Development Division

Date: November 21, 2017

Subject: Inclusionary Zoning Review

Introduction

On November 9, the Housing Committee received a memo from staff reviewing the City's fee-in-lieu payment option. The fee-in-lieu is theoretically meant to cover the cost of creating an affordable unit at the target income levels. Portland's fee-in-lieu is set at \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement. The 2017 fee-in-lieu is \$102,500 per unit. In the November 9 memo, staff recommended the fee-in-lieu continue to be related to the cost of providing an affordable housing unit within the development project. Per the request of Mayor Strimling, staff has prepared this memo to review the fee-in-lieu policy in other communities as well as a review as to why some communities are eliminating the fee-in-lieu option from their Inclusionary Zoning requirement.

Approaches for Setting Fees

By the end of 2016, of the 886 municipalities across 25 states and Washington D.C. that have adopted Inclusionary Zoning, generally one of four approaches is chosen when setting the fee-in-lieu option. Those options are as follows:

- *The funding gap or existing production cost method* - The in-lieu fee is based on the average amount that the public has historically invested to actually produce each additional off-site affordable unit. For example, if it generally costs \$250,000 to build a new unit and qualified low-income buyers could generally afford \$200,000, then the fee would be \$50,000



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- *The affordability gap or developer's opportunity cost method* - The in-lieu fee is based on the typical difference in price (or rent) between market rate and affordable units. For example, if a typical market rate home sold for \$300,000 and the affordable price was \$200,000 the fee would be \$100,000.
- *Percent of overall development costs* – The in-lieu fee is set as a fixed percentage of estimated development costs calculated on a per square foot basis rather than by unit.
- *Full cost of unit development* – The in-lieu fee equals the most current total development cost.

Portland's Inclusionary Zoning ordinance incorporates the "affordability gap or developer's opportunity cost fee-in-lieu method.

Communities that adopted the "funding gap or existing production cost method" did not successfully attain the goal of creating affordable housing units. This method set fees so low that when they were collected, the total dollar amount was often insufficient to produce the same number of affordable units that would have been produced had developers opted to build the affordable units themselves. Additionally, with a low fee-in-lieu payment, developers were more inclined to select the fee-in-lieu option rather than build the unit as paying the fee was in their financial best interest.

The "affordability gap or developer's opportunity cost method" requires the determination of the developer's opportunity cost (i.e. what the developer gives up by selling or renting for less than market value). Once determined, communities can set the fee-in-lieu at a level that encourages either the creation of affordable on-site units, or encourages payment of the fee-in-lieu depending upon the communities' preference. When all other things being equal, the higher the fee above the developer's opportunity cost, the higher the chance the developer will choose to build units on-site. Developers of luxury units have a higher opportunity cost and thus a strong incentive to pay the fee-in-lieu because they stand to lose more by constructing affordable units on site (Massachusetts Association of Community Development Corporations, 2006)

The "percent of development costs method" equally impact smaller homes and larger, luxury homes. Municipalities set fees as a fixed percentage of estimated development



costs based on assumptions of profitability and prices. Subsequently, developers marketing their units at \$1 million are proportionally impacted as the developer marketing their units at \$250,000.

The "full cost of development method" is determined as a per-unit cost of development as calculated from regional construction and sales reports. The fee-in-lieu is indexed annually for accuracy.

Examples from Other Communities

Communities are moving away from offering a fee-in-lieu option. The report *Inclusionary Housing in the United States: Prevalence, Impact, and Practices (2017)* found of 886 jurisdictions studied, newer (2007 to 2017) Inclusionary Zoning ordinances were "less likely to use in-lieu fees as an option for developers to fulfill the program." Instead communities adopted or amended their ordinance eliminating the in-lieu option thus requiring developers to provide affordable housing on-site. At the same time other communities increased their fee-in-lieu in recognition of their preference for on-site units. And many now use a formula to determine the fee-in-lieu based on factors such as the size of the market rate units, the size of the project, and even the location of the project within the municipality.

New York City, Chicago, and San Diego do not permit a fee-in-lieu option to ensure developers actually create the affordable units rather than paying to get out of the obligation. San Francisco set a high fee designed to make creating the affordable unit on-site more attractive to developers.

Examples of fees-in-lieu from other municipalities are in the table below. As the vast majority of Inclusionary Zoning jurisdictions are located in New Jersey (45%) which has a fixed fee in-lieu of \$180,000 per unit, Massachusetts (27%), and California (17%), many of the examples provided do include comparable communities located in Massachusetts.



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Municipality	Fee-in-lieu
Boston, MA	\$200,000- \$380,000 per unit depending on location
Boulder, CO	Complex formula based on rental/ownership, size of the project, and percent of development cost
Brookline, MA	Based on sales price (\$175,000 for a typical 8-unit project, \$341,250 for a typical 15-unit project)
Burlington, VT	\$100,000 in 2007, no longer permitted
Cambridge, MA	No longer permits fee-in-lieu
Chapel Hill, NC	\$85,000
Framingham, MA	No longer permits fee-in-lieu
Haverhill, MA	15% of average fair market value of proposed dwelling units
Nashua, NH	Fee equivalent to the cost of constructing the dwelling unit
Newton, MA	12% on sale price for developments of 6 or less units
San Francisco, CA	\$148,506-\$521,431 per unit depending on the size of the market units (\$366,369 for 2 BR)
Somerville, MA	Uses a complex formula based on location and unit types
Watertown, MA	\$259,000-\$399,000 depending on the size of the market rate
Waltham, MA	10% of the development cost

According to a 2013 study conducted by HUD (*Inclusionary Zoning and its Effect on Affordable Housing: Lessons from Two Counties*), examining the Inclusionary Zoning programs in the two "seasoned" counties of Montgomery County, Maryland and Fairfax County, Virginia, developers "considered clear requirements and consistent administration necessary. Developers who were interviewed stressed the importance of being able to plan, estimate costs, and accurately calculate their profit". The study also found that Inclusionary Zoning ordinances are "dynamic, rather than static, and change markedly over time."

Affordability Term

A recent national study found that more than 80 percent of inclusionary housing programs require units to remain affordable for at least 30 years, and one-third of those require 99-year or perpetual affordability (Hickey, Sturtevant, and Thaden 2014). The



Lincoln Institute of Land Policy noted "the overwhelming trend has been for inclusionary housing programs to adopt very long-term affordability periods, even programs with 30-year affordability restrictions frequently aim to preserve affordability in perpetuity by "resetting the clock" on each transaction and by maintaining the preemptive option to buy back the unit upon transfer. It is not entirely clear who benefits from shorter-term restrictions. For homeownership projects, a developer forced to sell units with 15-year restrictions faces the same economic cost as selling units with 99-year restrictions. For rental properties, the economics are a bit more complex. An investor might pay more for a property with rent restrictions that expire after 15 years than for one with 99-year restrictions, but the difference might be slight. In other words, the length of affordability makes a big difference to the long-term impact of the program but only a small difference on the front end" (Jacobus *Inclusionary Housing* 2015). Portland's affordability term is based on a sliding scale beginning with the longest term permitted under federal, state, local laws, and ordinances for the lowest percentage of workforce units provided, to a ten-year term for the highest percentage (100%) of workforce units provided.

Income Targeting

Income targeting is the term used to identify the population that will be served by Inclusionary Zoning. Inclusionary housing programs often target higher income levels than those targeted by federal housing programs (such as HUD's HOME program). Federal Housing programs are only eligible to fund the creation of low and very low-income housing. HOME funds must benefit rental households with income levels at or below 60% AMI, and homeownership households with income levels at or below 80% AMI. Portland has used its HOME funding to develop approximately 813 units of low-income housing through the allocation of approximately \$7.1 million in funds since 2000. Funding aimed exclusively towards the creation of rental and ownership housing above HUD HOME guidelines does not exist. Portland's Inclusionary Zoning Ordinance targets those excluded households.

Successful Inclusionary Zoning policies target income groups that cannot find housing in the local market. To determine housing needs based on income, a comparison of Household Income (as reported by the U.S. Census) in Portland during 2010 and 2015



was conducted to determine which income group population has declined (i.e. a decline indicated an income group that cannot find housing) to which income group population has increased (i.e. an increase indicates an income group that can find housing).

For rental households, the income group with the greatest percentage decrease, at 3.0%, is households earning \$5,000 to \$9,999 per year. This income range falls within the poverty income level (defined by HUD), as do all but one other income group that experienced a percentage decrease in population. Rental households defined as low-income (80% AMI) to workforce-income (100%) also experienced a population decrease. Portland's Inclusionary Zoning targets rental households earning income levels at or below 100% AMI. The income group with the greatest percentage population increase is rental households earning \$100,000 to \$149,999 which increased by 2.6% from 2010 to 2015.

Renter Occupied Units

2010	(16,596)	
Income Level	Population	Percentage
Less than \$5,000	800	4.9%
\$5,000 to \$9,999	2,094	12.6%
\$10,000 to \$14,999	1,887	11.3%
\$15,000 to \$19,999	1,404	8.5%
\$20,000 to \$24,999	1,406	8.5%
\$25,000 to \$34,999	2,217	13.4%
\$35,000 to \$49,999	2,758	16.6%
\$50,000 to \$74,999	2,416	14.6%
\$75,000 to \$99,999	1,074	6.5%
\$100,000 to \$149,999	400	2.4%
\$150,000 or more	140	.8%

2015		(17,050)	Percentage
Income Level	Population	Percentage	Change
Less than \$5,000	1,256	7.4%	2.5% increase
\$5,000 to \$9,999	1,641	9.6%	3.0% decrease
\$10,000 to \$14,999	1,958	11.5%	.2% increase
\$15,000 to \$19,999	1,245	7.3%	1.2% decrease
\$20,000 to \$24,999	1,228	7.2%	1.3% decrease
\$25,000 to \$34,999	2,321	13.6%	.2% increase
\$35,000 to \$49,999	2,510	14.7%	1.9% decrease
\$50,000 to \$74,999	2,281	13.4%	1.2% decrease
\$75,000 to \$99,999	1,378	8.1%	1.6% increase
\$100,000 to \$149,999	860	5.0%	2.6% increase
\$150,000 or more	372	2.2%	1.4% increase



Planning & Urban Development Department

For owner-occupied households, the income group with the greatest percentage decrease, at 2.1% is households earning \$75,000 to \$99,999 per year. This range falls within the upper end of households earning 100% AMI, and the lower end of households earning 120% AMI. Portland's Inclusionary Zoning targets owner-occupied households earning income levels at or below 120% AMI. The income group with the greatest percentage population growth is owner-occupied households earning \$150,000 or more which grew by 4.4% from 2010 to 2015.

Owner Occupied Units

2010	(14,090)	
Income Level	Population	Percentage
Less than \$5,000	178	1.3%
\$5,000 to \$9,999	155	1.1%
\$10,000 to \$14,999	374	2.7%
\$15,000 to \$19,999	290	2.1%
\$20,000 to \$24,999	495	3.5%
\$25,000 to \$34,999	1,049	7.4%
\$35,000 to \$49,999	1,674	11.9%
\$50,000 to \$74,999	3,022	21.4%
\$75,000 to \$99,999	2,813	19.9%
\$100,000 to \$149,999	2,627	18.7%
\$150,000 or more	1,413	10%

2015		(13,069)	Percentage
Income Level	Population	Percentage	Change
Less than \$5,000	272	2.1%	2.7% increase
\$5,000 to \$9,999	130	1.0%	.1% decrease
\$10,000 to \$14,999	344	2.6%	.1% decrease
\$15,000 to \$19,999	375	2.9%	.8% increase
\$20,000 to \$24,999	427	3.3%	.2% decrease
\$25,000 to \$34,999	722	5.5%	1.9% decrease
\$35,000 to \$49,999	1,585	12.1%	.2% increase
\$50,000 to \$74,999	2,572	19.7%	.7% decrease
\$75,000 to \$99,999	2,325	17.8%	2.1% decrease
\$100,000 to \$149,999	2,439	18.7%	stable
\$150,000 or more	1,878	14.4%	4.4% increase

"Ownership units typically cost developers relatively more to produce. While it would be possible to require that developers price ownership units so that they serve the same income group that is being served in rental housing, this would have a greater impact



on financial feasibility for ownership projects. Many cities have determined that allowing developers of ownership units to serve a higher-income group can reduce the burden of the program on ownership projects while still serving a real affordable-housing need” (2017 InclusionaryHousing.Org “The Set-Aside Requirement.”) “The challenge presented by Homeownership Association dues is one reason many cities allow ownership units to serve a higher income group compared to rental units” (Cambridge Inclusionary Housing Study, 2016). Portland’s income target for rental housing is 100% AMI and 120% AMI for ownership households.

Inclusionary Set Aside Percentage

The inclusionary set aside identifies the percentage of units that must meet affordable requirements in new developments. The percentage varies widely by locality but some communities allow developers to build fewer units if they serve a higher need population (i.e. households at the lower end of the income spectrum) conversely, higher set-asides percentages are associated with higher income targets. Aggressive inclusionary zoning has a high set aside percentage with low income level targets. Burlington, VT directs the highest percentage of set asides (up to 25%) on the most expensive developments. Portland’s set aside is 10% of all developments of ten units or more.

Conclusion

The integrity of the fee-in-lieu option rests upon the assumption that the value of the fee is at least equal to the value of the subsidy required to build the forgone unit elsewhere. This logic asserts that the subsidy a developer pays for building an affordable unit is the financial loss the developer stands to bear from selling or renting the unit below its natural market rate (*Building Better: Recommendations for Boston’s Inclusionary Development Policy*, 2006). Portland’s Inclusionary Zoning ordinance incorporates the “affordability gap or developer’s opportunity cost fee-in-lieu method which is based upon this assumption.



Staff reiterates the recommendation to the Housing Committee from November 9 that the fee-in-lieu continue to be related to the cost of providing an affordable housing unit within the development project. Additionally, staff recommends consideration be given to requiring that in cases where units are provided on-site – where the developer can round the number of units down – the City consider adopting a best practice that the “fractional” unit be provided in the form of a proportional fee-in-lieu.

Staff is not recommending any changes at this time to the affordability term sliding scale, the income targeting levels, or the inclusionary set aside percentage. The current scales, levels, and percentages provide developer incentives to increase the creation of affordable housing while striking a balance between aggressive affordable housing parameters and providing developers with flexibility on meeting the Inclusionary Zoning requirements.



Planning & Urban Development Department

To: Councilor Duson, Chair Housing Committee
Members of the Housing Committee

From: Victoria Volent, Housing Program Manager
Housing & Community Development Division

Date: November 3, 2017

Subject: Proposed Amendments to the Inclusionary Zoning Ordinance and Review of Fee-in-lieu Payment

Summary:

This memo contains two topics for review in regards to the City's Inclusionary Zoning Ordinance. The first topic item outlines two proposed staff amendments to the Inclusionary Zoning Ordinance. The second topic item is a review of the fee-in-lieu payment.

Topic One: Staff Amendments to the Inclusionary Zoning Ordinance***Amend the Inclusionary Zoning Ordinance to include a fractional fee-in-lieu payment when units are provided on-site.***

A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation would be provided in the form of a proportional fee-in-lieu that is related to the cost of providing an affordable housing unit within the development project. The amendment would apply to on-site projects as the current ordinance allows developers to round the number of units down. This would address the concern that the requirement, while listed at 10%, can be as low as 5.25%.

For example, currently a 10-unit project and a 19-unit project may both meet their workforce housing requirements by providing one workforce unit on-site. No change is recommend for the 10-unit project (it would continue to meet the requirement by



providing one unit on site;) however, the 19-unit project would have to provide the unit on-site and also pay 90% of the fee-in-lieu (currently \$92,250.) This is consistent with how many other communities handle proportional units.

OVERALL ESTIMATED COST/REVENUE: Approximately \$10,250 per 10% of each fractional unit obligation.

Amend the Inclusionary Zoning Ordinance to remove the sunset clause.

Removing the sunset clause from the Inclusionary Zoning Ordinance would address the concern that this clause may result in land banking, especially as 2021 approaches. Given the need for housing production, staff recommends that the sunset clause be removed, and that the City Council make any decision to amend or repeal the ordinance as they please without a set timeframe.

The Mayor has two additional recommendations which are outlined in the attached July 18th Council Memo.

Topic Two: Review of the fee-in-lieu payment

Last month, staff presented the 2017 Housing Report to the Housing Committee. Section II. b. of the report presented the accomplishments of current City policies and initiatives in place to address issues of housing affordability and availability. While discussing the accomplishments of the Inclusionary Zoning Ordinance, the Housing Committee requested staff to prepare a separate report regarding how Portland and other municipalities determine an appropriate fee-in-lieu payment.

Background

In October 2015, the City Council approved amendments to the City's zoning ordinance mandating inclusionary zoning within all residential development projects of ten or more units. Section 14-487, Ensure Workforce Housing, requires all projects to make available a minimum of 10% of their units as workforce housing to eligible households. Developers also have the option of building units off-site within the same census block or paying a fee-in-lieu of some or all units into the City's Housing Trust Fund.



The fee for affordable units not provided was set at \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement. The 2017 fee-in-lieu is \$102,500 per unit.

Since adoption of Inclusionary Zoning, eleven qualifying residential or mixed-use projects proposed by private developers have been approved by the Planning Board as of October, 2017. From those eleven projects, 14 units of workforce housing are proposed, and five out of eleven developers chose to pay the fee-in-lieu into the City's Housing Trust Fund for a total of \$1,266,250 (the actual funds will be deposited when the certificate of occupancy is requested).

Establishing a Fee-in-lieu Payment Amount

A March 5, 2015 staff memorandum to the Housing and Community Development entitled "*Proposed Inclusionary Zoning Ordinance- Next Steps*" noted:

It is important to keep in mind that the fee-in-lieu is theoretically supposed to cover the cost of creating an affordable unit at the target income levels. While it is hard to find a specific number that meets that goal, we generally find that the cost of producing an affordable unit is about \$125,000.

In Massachusetts the state's Department of Housing and Community Development recommends a fee-in-lieu "be determined as a per-unit cost as calculated from regional construction and sales report".

New Jersey and California also have state-wide inclusionary zoning policies. According to the National Housing Council, these two states and Massachusetts account for nearly 80% of all inclusionary zoning programs in the United States. New Jersey's fee-in-lieu requirement is \$180,000 per unit, while California requires an "in-lieu fee that is reasonably related to the cost of providing the affordable unit forgone by the developer's election to pay the fee".

Examples from Other Communities

Some communities are moving away from the option of offering a fee-in-lieu option. Others are increasing their fee-in-lieu in recognition of their preference for on-site units.



Planning & Urban Development Department

Many use a formula to determine the fee-in-lieu based on factors such as the size of the market rate units, the size of the project, and even the location of the project within the municipality.

Some examples of fees-in-lieu from other municipalities are in the table below.

<u>Municipality</u>	<u>Fee-in-Lieu</u>
Boston, MA	\$200,000- \$380,000 per unit depending on location
Brookline, MA	Based on sales price (\$175,000 for a typical 8-unit project, \$341,250 for a typical 15-unit project)
Burlington VT	\$100,000 in 2007, no longer permitted
Cambridge, MA	No longer permits fee-in-lieu
Chapel Hill, NC	\$85,000
San Francisco, CA	\$148,506-\$521,431 per unit depending on the size of the market units (\$366,369 for 2 BR)
Somerville, MA	Uses a complex formula based on location and unit types
Tirburon, CA	\$275,000
Watertown, MA	\$259,000-\$399,000 depending on the size of the market rate

Development Costs Analysis

Housing and Community Development Division Staff analyzed development costs associated with sixteen affordable housing projects in Portland which received some type of subsidy from the City (HOME, CDBG, TIF, etc.) from 2000 to 2013. The analysis revealed the average development cost per unit was \$192,664.

Conclusion

Portland, California, and Massachusetts each consider the per unit cost of producing a unit of affordable housing, given unique local circumstances (cost of land, need for infrastructure, current construction costs, etc.), when determining the fee-in-lieu. Staff recommends the fee-in-lieu continue to be related to the cost of providing an affordable housing unit within the development project.

However, staff recommends consideration be given to requiring that in cases where units are provided on-site – where the developer can round the number of units down –



Planning & Urban Development Department

the City consider adopting a best practice that the "fractional" unit be provided in the form of a proportional fee-in-lieu.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Ethan Strimling, Mayor

DATE: July 18, 2017

SUBJECT: Amendments to Inclusionary Zoning Ordinance

SPONSOR: Ethan Strimling, Mayor
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading 7/24/17 Final Action TBD

Can action be taken at a later date: Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. ONE SENTENCE SUMMARY

Amendments are being proposed to Division 30 related to the Inclusionary Zoning ordinance, including proposals to increase the percentage required to 20% and lower the income maximums.

II. AGENDA DESCRIPTION

Submission of proposed changes to the Inclusionary Zoning ordinance in Chapter 14 Division 30, for referral to the Housing Committee. This submission includes changes proposed by the Mayor and other changes proposed by City Staff.

III. BACKGROUND

In October 2015, the City Council passed the City's inclusionary zoning ordinance in section 14-387. That ordinance was part of a package known as "Encourage and Ensure" that included significant density bonuses for housing production, and also the inclusionary requirement for larger developments. In summary, the current ordinance requires that all developments of 10 units or more include 10% of their units as affordable at 100% of Area Median Income (about \$80,000 for a family of 4) if they are rentals, or at 120% of Area Median Income (about \$96,000 for a family of 4) if they are for sale. The number of units is rounded down, so a development of between 10 and 19 units has to provide 1 affordable unit. Alternatively, a developer can pay a fee-in-lieu to the City's Housing Trust of \$100,000 a unit (adjusted annually, currently \$102,500.) That amount is not rounded down, so a 19-unit building would have to pay a fee-in-lieu of \$194,750.

Since the ordinance went into effect, housing developments proposals have continued at a similar pace as prior to the ordinance. Attached is a list of projects that are subject to the ordinance and their proposed method of meeting its requirements. Developers have generally been cooperative with staff in thinking through how to meet its requirements, and have noted the flexibility of the ordinance as an asset. Note that some projects that opened after October 2015, such as the Hiawatha on Congress Street, were not subject to the ordinance as they applied for site plan approval prior to its effective date.

This item proposes to forward to the Housing Committee two sets of amendments. One set, proposed by the Mayor, would increase the percentage requirement in the ordinance to 20%, and also require that the units be affordable at low-income (80% of Area Median Income, or about \$65,000 for a family of 4, if for rent; or 100% of Area Median income if for sale.)

The second set of amendments, proposed by staff, are primarily designed to fine tune the ordinance. They include some clarifications of definitions and corrections of scrivener's errors. Staff is also proposing that when units are provided on-site, a developer will have to pay a fee-in-lieu for a fractional unit as per the size of the project. In the 19-unit example above, if the 1 unit were provided on-site, the developer would also have to pay \$90,250 into the Housing Trust. This would address the concern that the requirement, while listed as 10%, can be as low as 5.25%.

Finally, the existing ordinance includes a sunset clause that requires that it automatically expire in 2021. Staff has raised the concern that this clause may result in land banking, especially as 2021 approaches, by land owners hoping to sell their property with an inclusionary zoning requirement. Given the need for housing production, staff recommends that sunset clause be removed, and that the City Council make any decision to amend or repeal the ordinance as they please without a set timeframe.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The goal is to increase production of low-income affordable housing and to implement the Council goal to: "Implement policies to capitalize the Housing Fund."

V. FINANCIAL IMPACT

None currently anticipated, but would be studied as part of the Housing Committee and Planning Board processes.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Staff has been monitoring the Inclusionary Zoning ordinance to determine its effectiveness to date. Generally, it has been working very well for what it was intended to accomplish. However, there are some relatively minor changes staff is recommending at this time to fine tune the ordinance. The Mayor's recommended changes would make the ordinance similar to those in Cambridge and Somerville, Massachusetts, which both recently increased their inclusionary requirement to 20%. The income levels recommended in the Mayor's changes are not unusual for Inclusionary Zoning ordinances nationally. At this point, staff recommends forwarding these proposed changes to the Housing Committee for further discussion.

VII. RECOMMENDATION

Referral to the Housing Committee and potentially Planning Board for recommendations to the full Council.

VIII. LIST ATTACHMENTS

Draft text amendments to Division 30
Income limits for 2017
Projects subject to Inclusionary Zoning to date

Prepared by: Jeff Levine

Date: July 18, 2017

Bean/agendarequestmemo/rev 1/23/2017

Order 14-17/18

Passage: 6-3 (Batson, Duson, and Ray) on 7/24/2017

Effective 8/3/2017

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER REFERRING
THE INCLUSIONARY ZONING AMENDMENTS
TO THE HOUSING COMMITTEE**

ORDERED, that the City Council hereby refers the proposed inclusionary zoning amendments, attached hereto, to the Housing Committee; and

BE IT FURTHER ORDERED, that the Housing Committee review the proposed ordinance and provide its final recommendation on this issue to the City Council.

DIVISION 30. AFFORDABLE HOUSING

...
Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD); and
- (b) Annual rent increases for that unit are limited ~~in perpetuity~~ by deed restriction or other legally binding agreement to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of the HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for ~~all~~ future sales of the unit to an amount that is affordable to a household earning ~~120~~100 80% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a multi-family dwelling, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or ~~workforce housing for~~ sale, through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and
- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit which:

- (a) Is affordable to a household earning 100% or less ~~than 100%~~ of HUD AMI; and

- (b) Annual rent increases for that unit are limited by deed restriction or other legally binding agreement to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning at 120% or less of HUD AMI; and
- (b) The resale price is limited by deed restriction or other legally binding agreement for ~~all~~ future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

...

Sec. 14-487. Ensuring Workforce Housing.

a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

b) *Applicability* ~~/Conditional Use Requirement/Sunset.~~
This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.

c) *All Developments of Ten Units or More Conditional Uses.* Notwithstanding any language to the contrary in Chapter

14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case staff shall determine compliance with this section.

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

d) Workforce Low-Income Housing Minimum. At least ~~ten~~ twenty percent (~~120~~) of the units in the project shall meet the definition of workforce low-income housing unit for sale or for rent. ~~The number of units required is rounded down to a whole number if providing units as per (c)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (c)3. below.~~ The project shall have the option of paying a partial fee-in-lieu as per (c)3 below for the fractional value, or providing an additional unit on site.

e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
- ~~2.~~ Workforce Low-income housing units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
- ~~3.~~ Workforce Low-income units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be 120 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development this section, ~~for~~ every 400 square feet in ~~each~~ market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. ~~if the actual number of~~

~~bedrooms in the unit is lower.~~

4. As an alternative to providing workforce low-income housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be ~~\$100,000~~ 102,500 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
- ~~5. Workforce Low-income housing units for sale, if converted to workforce low-income housing units for rent, shall become subject to the income limits and other requirements of such units.~~
6. If at least 33 percent of the units in a development are workforce or low-income housing units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.
7. The term of affordability for the required 120 percent workforce low-income housing units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 ears

Order 247-17/18
Tab 31 6-4-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: AFFORDABLE HOUSING**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-485 and 14-487 are hereby
amended to read as follows:*

Sec. 14-485. Definitions.

Affordable means that the percentage of income a household is charged in rent and other housing expenses or must pay in monthly mortgage payments (including condominium/HOA fees, mortgage insurance, other insurance and real estate taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Low-income housing unit for rent means a dwelling unit for which:

- (a) The rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD);
- (b) The unit is rented to a household earning 80% or less of AMI; and
- (c) Annual rent increases for that unit are limited~~The requirements of (a) and (b) above are limited in perpetuity~~ by deed restriction or other legally binding agreement for the applicable length of time in this ordinance.~~to the percentage increase in the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size.~~

Low-income housing unit for sale means a dwelling unit for which:

- (a) The sale price is affordable to a household earning ~~80~~100% or less of ~~the HUD~~ AMI; ~~and~~
- (b) The unit is sold to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are ~~The resale price is~~ limited by deed restriction or other legally binding agreement for ~~all~~ future sales ~~unit to an amount that is affordable to a household earning 120% of the U.S. Department of Housing and Urban Development moderate-income figure for metropolitan Cumberland county Maine for a household of that size, as calculated for the year in which the sale takes place~~ for the applicable length of time in this ordinance.

Development fees means:

- (a) The following fees, as described in this chapter: site plan review and inspection fees; subdivision review and inspection fees; and administrative fees; and
- (b) Construction and permit fees as described in chapter 6. "Development fees" does not include any fees charged for reviews conducted by a party other than the city.

Dwelling unit has the same meaning as that term is defined in section 14-47.

Eligible project means a development project:

- (a) That is permissible under the provisions of this chapter in the zone in which it is proposed;
- (b) That will be a single-family or multi-family dwelling, or subdivision consisting of a group of dwellings, as defined in section 14-47, and will not be located in an R-1 or R-2 zone;
- (c) That creates new dwelling units, among which is at least one low-income or workforce housing unit for rent or ~~workforce housing for~~ sale, through new

construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. Affordable housing units for sale or rent may not differ in exterior design from other units within an eligible project; and

- (d) Projects shall not be considered "eligible projects" solely because they are subject to Section 14-487 ("Ensuring Workforce Housing").

Workforce housing unit for rent means a dwelling unit for which:

- (a) ~~The rent is~~ is affordable to a household earning 100% or less than 100% of ~~HUD-AMI~~; ~~and~~
- (b) The unit is rented to a household earning 100% or less of AMI; and
- (c) The requirements of (a) and (b) above are Annual rent increases for that unit are limited by deed restriction or other legally binding agreement for the applicable length of time in this ordinance. to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size.

Workforce housing unit for sale means a dwelling unit for which:

- (a) The purchase price is affordable to a household earning at 120% or less of ~~HUD-AMI~~; ~~and~~
- (b) The unit is sold to a household earning 120% or less of AMI; and
- (c) The requirements of (a) and (b) above are The resale price is limited by deed restriction or other legally binding agreement for all future sales of the unit, or a lesser term as permitted in regulations, to the percentage increase in the HUD Greater Portland Metropolitan Statistical Area median income figures for a household of that size for the applicable length of time in this ordinance.

...

Sec. 14-487. Ensuring Workforce Housing.

(a) *Purpose.* Based on the city's Comprehensive Plan and the housing study completed in 2015, it is in the public interest to promote an adequate supply of housing that is affordable to a range of households at different income levels. The purpose of this section is to ensure that housing developments over a certain size provide a portion of workforce housing units and, by doing so, promote the health, safety, and welfare of Portland citizens.

(b) *Applicability/Conditional Use Requirement/Sunset.* This division shall apply to development projects that create ten or more new dwelling units for rent or for sale through new construction, substantial rehabilitation of existing structures, adaptive reuse or conversion of a non-residential use to residential use, or any combination of these elements. ~~This division shall not apply to projects that have submitted complete Master Development Plan, Level III Site Plan, or comparable applications to move forward prior to its effective date.~~

(c) *All Developments of Ten Units or More Conditional Uses/Sunset.* Notwithstanding any language to the contrary in Chapter 14, all developments of ten units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements of this section, 14-487 unless they are within the India Street Form Based Code district, in which case the review will be conducted administratively or by the Planning Board in accordance with the thresholds of site plan review for the district.

~~This section 14-487 shall be in effect for six years following its passage, at which time the overall effectiveness of this section shall be assessed by city planning staff or their agent and either this expiration date shall be deleted or the entire section shall be removed from the Code of Ordinances.~~

(d) *Workforce Housing Minimum.* At least ten percent (10%) of the units in the project shall meet the definition of workforce housing unit for sale or for rent. The number of units required is rounded down to a whole number if providing units as per (c)2. below, or shall include a fractional value in cases where a project prefers to pay a fee-in-lieu as per (c)3. below. The project shall have the option of paying a partial fee-in-

lieu as per (e)4 below for any fractional value or providing an additional unit on site.

(e) Standards.

1. Projects shall not be segmented or phased to avoid compliance with these provisions. In cases where projects are completed in phases, affordable units shall be provided in proportion to the development of market rate units unless otherwise permitted through regulations.
2. Workforce units are encouraged to be integrated with the rest of the development, should use a common entrance and should provide no indications from common areas that these units are workforce housing units.
3. Workforce units need not be the same size as other units in the development but the number of bedrooms in such units, either on- or off-site, shall be no less than 10 percent of the total number of bedrooms in the development. For the purposes of calculating the number of bedrooms in a development this section, ~~for~~ every 400 square feet in each a market rate unit will count as a bedroom if the Planning Authority determines this method is appropriate in lieu of counting actual bedrooms. the actual number of bedrooms in the unit is lower.
4. As an alternative to providing workforce housing units, projects may pay a fee in lieu of some or all of the units. In-lieu fees shall be paid into the Housing Trust Fund as defined in Sec. 14-489. The fee for affordable units not provided shall be \$100,000 per unit, adjusted annually in the same way as the fee under Division 29 for Housing Replacement.
5. Workforce housing units for sale, if converted to workforce housing units for rent, shall become subject to the income limits and other requirements of such units.
6. If at least 33 percent of the units in a

development are workforce units, the development is eligible for subsidy through an Affordable Housing TIF, subject to City Council approval.

7. The term of affordability for the required 10 percent workforce units provided shall be defined as follows:

Percentage of Workforce Units Provided	Minimum Term of Affordability for Required Workforce Units
10%	Longest term permitted under federal, state and local laws and ordinances
25%	30 years
50%	20 years
100%	10 years

(f) Implementing Regulations. Regulations to further specify the details of this section shall be developed, including, but not limited to:

1. Specific methodology for income verification;
2. Situations where less than permanent affordability might be considered; and
3. Guidelines for meeting the requirement that off-site units be "in the same neighborhood".

(g) Reporting to City Council. In conjunction with the annual report on the Housing Trust, city planning staff shall annually report on developments subject to this section, the number of units produced, the amount of fee-in-lieu collected, and the overall effectiveness of this section in achieving its stated purpose.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: **Greg Mitchell, Economic Development Director**
Nelle Hanig, Business Programs Manager

DATE: **June 1, 2018**

SUBJECT: **Portland Development Corporation's (PDC) Recommended Modifications to Guidelines for the Business Assistance Program for Job Creation (BAP)**

SPONSOR: **Tim Agnew, President/PDC Board**
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
One reading/Final action: June 18, 2018

Can action be taken at a later date: Yes No (If no why not?) The new round of the Program will be launched in July, when the new CDBG funding becomes available.

PRESENTATION: (List the presenter(s), type and length of presentation)

Presenter: Greg Mitchell, Economic Development Director
Time: 5 minutes

I. ONE SENTENCE SUMMARY: The Portland Development Corporation (PDC) is recommending modifications to the guidelines for the Business Assistance Program for Job Creation (BAP) that will provide a stronger framework to guide the PDC's decisions on which applications best merit grant awards.

II. AGENDA DESCRIPTION: The PDC will shortly launch the fifth round of the BAP accepting applications from Portland businesses seeking grants to create jobs for low/moderate income individuals. Before doing so, the PDC would like to modify the program guidelines so that it has stronger and clearer criteria to consider when making its decisions on which applications to award job grants.

The PDC Board reviewed the proposed amendments at its May 31, 2018, meeting and voted unanimously (7-0) to forward them to the City Council with a recommendation for approval.

III. BACKGROUND: The BAP provides matching grants to Portland businesses for the creation of full-time jobs for low/moderate income individuals. The grants are \$10,000 per job up to a maximum of \$20,000 per business, and matched dollar for dollar by the business. The applicant pool has been growing over the years as the Program has become well-known in Portland. This is prompting the need for enhanced criteria to guide the PDC Board's decisions to award its limited funding for BAP grants.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: The intended result is more effective criteria to better guide the PDC Board's decisions on BAP grant awards.

V. FINANCIAL IMPACT: There will be no financial impact other than the PDC providing grants from the CDBG award of \$145,000 the Council recently approved to recapitalize the Business Assistance Program for Job Creation.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION: The proposed modifications to the BAP guidelines will provide a clearer set of criteria from which the PDC board will make their decisions on which businesses best merit job grants. The PDC is now receiving multiple applications for job grants that far exceed the funds in the Program budget. While all applicants being considered for job grants will meet the Program's Eligibility Requirements, the expanded Application Review Criteria/Preferences will provide a greater framework for grant award decisions. The completely new or reworked criteria being proposed include the following:

- Job training for new hire(s) in a marketable skill;
- Potential for job advancement within the company or elsewhere;
- Demonstrated need for grant funds to create job(s);
- Quality of compensation and benefits package.

The one new Eligibility Requirement is as follows:

- Wages paid to new hire(s) exceeds Portland's minimum wage.

VII. RECOMMENDATION: The Portland Development Corporation Board and Staff recommend the proposed modifications to the BAP guidelines as noted in the redlined version of the attached guidelines.

VIII. LIST ATTACHMENTS

- Proposed modifications to BAP in redlined version of its guidelines;
- Clean version of BAP guidelines with proposed modifications.

Prepared by: Nelle Hanig

Date: 6/1/2018

Portland Business Assistance Program for Job Creation

Program Description

The City of Portland's Business Assistance Program for Job Creation (BAP) provides grants up to \$20,000 to new and expanding Portland businesses for the creation of net new, permanent full-time jobs for low/moderate income individuals.

Program Objectives

- ■ Job creation for low/moderate income individuals;
- ■ New business formation and existing business expansion;
- ■ Leverage private investment to support business growth;
- ■ Help new and expanding businesses establish credit;
- ■ Enhance the health and vitality of the Portland economy.

Program Requirements/Eligibility

- > Create one (1) full-time job (at least 1,750 hours/year *) for every \$10,000 of grant funding;
- > Applicant bBusiness location of applicant fits any of the following: In a low income area of the City; Within walking distance to one or more of these areas; or, Easily accessible from these areas via public transportation;
- > Net new job(s) created with the help of the grant is are marketed to low/moderate income**individuals-, resulting in at least 51% of these jobs going to this population. (As For an example, if two jobs are created to meet grant requirements, then both must be filled by low/moderate income individuals);
- > Job(s) are is created within nine (9) months of signing a grant agreement;
- > Wage paid to new hire(s) exceeds Portland's minimum wage .-

Financing Terms

- ■ Maximum grant: \$20,000 per business.
- ■ Required Private Match: Equal to or greater than grant amount.
- ■ Private Match Sources: Private investment match includes at least 50% private equity. The remaining 50% may be a bank loan or a loan from the City's Commercial Loan Program, if conventional financing is not available. For existing businesses, the 50% equity can include private investment made within the past 12 months.

Application Review Criteria/Preferences:

Criteria/Preferences is given to applications that include one or more of the following components (listed in no particular order):

- Career Potential
 - Job training: Training eaching meaningful skill(s) for to new hire(s) in a marketable skill;
 - Potential for job advancement within the company or elsewhere.;

 - Employer
 - Demonstrated need for grant funds to create job(s);
 - Private match exceeds grant amount requested;
 - Number of net new jobs exceeds one (1) per \$10,000 of grant funding.

 - Compensation and Benefits
 - Quality of compensation and benefits package (for example, wages, health, vacation, sick leave);
- ~~— Private match exceeds the grant amount requested;~~
~~— Number of net new jobs exceeds one (1) per \$10,000 of grant funding;~~
~~— Quality jobs are created offering wages that meet or exceed the minimum wage approved by the Portland City Council.~~

Eligible Funding Activities

- 1. Equipment and machinery-;
- 2. Permanent working capital, (e.g., inventory, furniture and fixtures, relocation expense);
- 3. Working capital expenses (e.g., rent, utilities, salaries, insurance);
- 4. Up to \$1,000 for business consulting services (e.g., accounting, marketing, software training, legal assistance);
- 5. Leasehold improvements, renovation, reconstruction, or restoration of vacant, under-utilized or deteriorated space; building modifications to enhance accessibility to elderly or handicapped persons. (Construction projects must comply with Davis Bacon federal labor standards.)

Ineligible Activities

- a. Refinance existing debt;
- b. Down payment for other financing;
- c. Use of grant funds for activities, (e.g., purchases of equipment and supplies), commenced or completed prior to program funding approval and prior to signing a grant agreement.

Basic Program Qualifications

- Business must be located within the City of Portland;
- Applicant cannot owe outstanding property taxes, fees, or judgments to the City, and property must be free of all City liens and encumbrances.

Application and Approval Process

The City's Economic Development Department is responsible for administration of the Business Assistance Program for Job Creation, with guidance from the Housing and Community Development Division. Eligible applications are analyzed reviewed by an underwriter and then presented to the Portland Development Corporation (PDC) for its review. The PDC has final decision-making authority in approving applicants for grant awards.

Reporting and Tracking (after grant approval)

Jobs: Jobs must be created within nine (9) months of signing a grant agreement after being approved for a grant. Grant recipients will be required to provide quarterly reports until all hires are made, and then for one year beyond that.

- Property: The City will retain an interest in property improved or equipment purchased (worth \$5,000 or more) with grant funds for up to five (5) years. If such property improvements or equipment are transferred, or otherwise disposed of within the five (5) year period from the date the improvements are completed or equipment is purchased, respectively, the City may require partial repayment (on a pro rata basis) of the grant funds.

Program Actions if Grantee Business is Unable to Meet Job(s) Requirements

Nine (9) months from the date of signing the grant agreement, if a grantee business has been unable to create the required number of jobs, the PDC Board, at its discretion, may require that the grantee return all grant funds that it has drawn down. In the case of a grantee business that has been unable to retain the required job(s) for one year from the time the job(s) was initially created, the PDC Board, at its discretion, may require the partial repayment (on a pro-rata basis) of grant funds.

Alternatively, should the PDC Board determine, in its judgement, that the grantee has made a good faith effort to create the required number of jobs within nine (9) months of signing the grant agreement or to retain the job(s) one year from the time the job(s) was created:

A) The Board may approve the use of any of the following options it deems most appropriate:

- Allow the creation of two part-time jobs for low/moderate income individuals in place of one full-time job to meet the job creation requirement per \$10,000 in grant funds. A part-time job is defined as working at least 875 hours per year but less than 1,750 per year;***
- Qualify the business as a microenterprise if the business owner meets HUD's low/moderate income threshold (80% of median HH income) and the business has five or fewer employees**** This qualification would not require the creation of jobs, other than the job that was created for the low/moderate income business owner.

And,

B) The Board will make a determination whether to release the balance of the approved grant funds to the grantee.

NOTE: These actions are retroactive and may be applied to any BAP grantee business that has not yet met its job requirements, per these guidelines.

Definitions

*Definition of a full-time job, per the Maine Department of Economic and Community Development;

**For the purposes of this Program, low/moderate income is defined by the U.S. Department of Housing and Urban Development as 80% of median household income. A chart showing qualified income levels can be found on the City's website at the following link:
<http://www.portlandmaine.gov/DocumentCenter/Home/View/8939>

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- Maximum grant: \$20,000 per business.
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Criteria/Preferences(listed in no particular order):

- Career Potential

- Job training for new hire(s) in a marketable skill;
- Potential for job advancement within the company or elsewhere.
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 - Demonstrated need for grant funds to create job(s);
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4. Up to \$1,000 for business consulting services (e.g., accounting, marketing, software training, legal assistance);
5. Leasehold improvements, renovation, reconstruction, or restoration of vacant, under-utilized or deteriorated space; building modifications to enhance accessibility to elderly or handicapped persons. (Construction projects must comply with Davis Bacon federal labor standards.)

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Memo

To: Mayor Strimling and Members of the Portland City Council
cc: Jon Jennings, City Manager; Danielle West-Chuhta, Corporation Counsel
From: Michael I. Goldman, Associate Corporation Counsel
Date: June 12, 2018
Re: Portland Downtown District Proposed Expansion

As you are aware, on June 1, 2018, Sarah Schindler, the owner of the property at 130 Spring Street (and a professor at the University of Maine School of Law) emailed comments to the City in response to the proposed Portland Downtown District (the “District”) expansion. Professor Schindler’s property is located within the expanded area that Portland Downtown has proposed for inclusion in the expanded District. In her email, Ms. Schindler summarizes her concerns as follows:

- 1) It is very uncommon for purely residential properties to be included/assessed within the District, especially when those property owners are not given a direct vote on the matter;
- 2) To the extent that purely residential properties are going to be included within the District expansion, those properties should be assessed at a lower rate than mixed use and commercial properties; and
- 3) My analysis of the relevant state law and local approvals suggests that it is possible to assess these properties differently, despite what the District has been told. Regardless, this is an issue that must be resolved before any expansion is approved.

As a result of her concerns, Ms. Schindler requests that the City Council:

- A) Deny the expansion; or
- B) Refuse to include purely residential properties within the new expanded the District’s borders; or
- C) Only approve the expansion on the condition that purely residential properties be assessed at a lower rate than mixed use and commercial properties.

For the reasons explained in this memo, we are aware of no legal prohibition on the proposed expansion of the District or the inclusion of residential property in the District. Each of Prof. Schindler’s concerns are addressed in order below.

1. Although it might be uncommon for purely residential properties to be included in a development district, such as the District, nothing in the applicable statutes prohibits the inclusion of residential property in a district.

Amending/expanding a development district (as the City is being asked to do here) is subject to the same considerations and conditions that are required for the creation of a development district. 30-A M.R.S. § 5226(5). In amending/expanding the District, the Council must consider:

whether the proposed district or program will contribute to the economic growth or well-being of the municipality or plantation or to the betterment of the health, welfare or safety of the inhabitants of the municipality or plantation. Interested parties must be given a reasonable opportunity to present testimony concerning the proposed district or program at the hearing provided for in section 5226, subsection 1. If an interested party claims at the public hearing that the proposed district or program will result in a substantial detriment to that party's existing business in the municipality or plantation and produces substantial evidence to that effect, the legislative body must consider that evidence. When considering that evidence, the legislative body also shall consider whether any adverse economic effect of the proposed district or program on that interested party's existing business in the municipality or plantation is outweighed by the contribution made by the district or program to the economic growth or well-being of the municipality or plantation or to the betterment of the health, welfare or safety of the inhabitants of the municipality or plantation.

30-A M.R.S. § 5223(2). Section 5223(3) further provides the following relevant conditions for approval of a development district:

A. At least 25%, by area, of the real property within a development district must meet at least one of the following criteria:

- (1) Must be a blighted area;
- (2) Must be in need of rehabilitation, redevelopment or conservation work including a fisheries and wildlife or marine resources project; or
- (3) Must be suitable for commercial or arts district uses.

B. The total area of a single development district may not exceed 2% of the total acreage of the municipality or plantation. The total area of all development districts may not exceed 5% of the total acreage of the municipality or plantation.

C. The original assessed value of a proposed tax increment financing district plus the original assessed value of all existing tax increment financing districts within the municipality or plantation may not exceed 5% of the total value of taxable property within the municipality or plantation as of April 1st preceding the date of the commissioner's approval of the designation of the proposed tax increment financing district.

A thorough review of the considerations and conditions for approval of a development district listed above (as well as the entire statutory scheme governing development districts), reveals that the Legislature did not include any prohibition on including residential properties within a development district. Furthermore, the term “downtown” is defined in the definitions section of Chapter 206 as “the traditional central business district of a community that has served as the center of socioeconomic interaction in the community, characterized by a cohesive core of commercial and mixed-use buildings, often interspersed with civic, religious and residential buildings and public spaces, that are typically arranged along a main street and intersecting side streets and served by public infrastructure.” 30-A M.R.S. 5222(8) (emphasis added).

Despite Professor Schindler’s position that it is very uncommon for purely residential properties to be included in business improvement districts, nothing in the applicable statutes prevents the inclusion of such properties in the District. With that said, nothing in the statutes requires the inclusion of any particular property in the District either. As such, the proposed boundary for the District could be amended by the Council to exclude certain properties (like residential properties, etc.), but the practicalities and policy reasons of doing so should be considered in detail first. For example, one practicality to consider is if an excluded residential property is located on a block that otherwise receives sidewalk snow removal services through the District, would the sidewalk in front of that excluded property be left unplowed?, etc.

2. To the extent that purely residential properties are going to be included within the proposed District expansion, those properties cannot be assessed at a lower rate than the mixed use and commercial properties within the District.

Title 30-A M.R.S. § 5228 provides that a municipality may make three (3) types of assessments for development districts: development assessments, maintenance assessments and implementation assessments. As set forth in proposed Order 244-17/18, the assessments currently before the Council for consideration are maintenance assessments and implementation assessments. With respect to such assessments, section 5228 provides as follows:

B. A maintenance assessment upon all lots or property within the development district. The assessment must be assessed equally and uniformly on all lots or property receiving benefits from the development program and the continued operation of the public facilities. The total maintenance assessments may not exceed the cost of maintenance and operation of the public facilities within the district. The cost of maintenance and operation must be in addition to the cost of maintenance and operation already being performed by the municipality or plantation within the district when the development district was adopted; and

C. An implementation assessment upon all lots or property within the development district. The assessment must be assessed equally and uniformly on all lots or property receiving benefits from the development program. The implementation assessments may be used to fund activities that, in the opinion of the municipal or plantation legislative body, are reasonably necessary to achieve the purposes of the development program. The activities funded by implementation assessments must be in addition to those already conducted within the district by the municipality or plantation when the development district was adopted.

30-A M.R.S. § 5228(1)(B) & (C) (emphasis added). The plain language of section 5228 requires that all lots or property within a development district be subject to any maintenance or implementation assessments and that such assessments be assessed equally and uniformly on all lots, regardless of their use, receiving the benefits of the District. Contrary to Professor Schindler’s assertions in the second and third points in her email, applicable Maine law does not allow the City to assess residential properties in the District at a lower rate than mixed-use or commercial properties.¹

Conclusion

Pursuant to 30-A M.R.S. § 5228, and for the reasons detailed above, the City is unable to exempt residential properties that are within the District from applicable maintenance and implementation assessments, and it is also unable to assess such properties at a rate that is lower than commercial or mixed-use properties in the District. Although Professor Schindler’s email might set forth a policy argument for excluding certain residential properties from District assessments, those policies are contrary to the current provisions of the Maine law which governing development districts, and as such, her arguments should be directed to the Maine Legislature and not the Council. Of course, as mentioned above, the proposed boundary for the District could be amended to exclude certain properties, but the practicalities and policy reasons for doing so should first be considered.

If you have questions or require further information about the issues addressed in this memo, please let me know.

¹ Professor Schindler also states that unlike maintenance and implementation assessments, development assessments on properties in the District are not required to be assessed equally and uniformly on all lots or property in the District. She cites to section 5228(1)(A) in making this argument. This sub-section provides as follows:

- A. A development assessment upon lots or property within the development district. The assessment must be made upon lots or property that have been benefited by improvements constructed or created under the development program and may not exceed a just and equitable proportionate share of the cost of the improvement . . .

30-A M.R.S. § 5228(1)(A) (emphasis added). Professor Schindler is arguably correct that the absence of the word “all” before “lots or property” and the absence of the words “equally and uniformly” might indicate that municipalities may assess *development assessments* on fewer than all properties within a development district and at different rates for different properties. With that said, though, development assessments are for physical improvements constructed or created in a district, and no such assessments are currently before the Council for consideration. As explained above, the Council is only considering implementation and maintenance assessments at this time. Consequently, this argument is irrelevant to this discussion.

Order 248-17/18
~~Tab 32-6-4-18~~
Tab 22 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: STREET ACCESS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Section 14-403 is hereby amended to read
as follows:*

Sec. 14403. Street access.

A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.

~~(a) In general. No building intended for use as a habitation shall be erected on a lot which has its only street frontage on a street less than thirtyfive (35) feet wide. No building shall be erected on a lot, except on the islands in Casco Bay, which does not abut a street meeting the minimum requirements for street improvements set forth in this section. For purposes of this section, street shall be as defined in section 1447, except that a dedicated street which may no longer be accepted due to lapse of time and an accepted street which may have been discontinued by abandonment shall also be deemed to be streets, provided that an applicant for a building permit respecting any lot abutting such street shall, without compensation or claim for damages, and at his own cost and expense, first submit to the building authority (a) a deed from the owner of such lot conveying to the city all his right, title and interest in and to such street or any portion thereof; and (b) an agreement by such owner forever releasing the city from any and all claims for damages for the laying out and taking of such street and indemnifying the city against any and all other such claims, both such instruments to be executed and in recordable form acceptable to the corporation counsel and to encumber and run with the land. Permanently paved and accepted streets or island streets. The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) an existing street on an~~

island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear built width shall be as follows:

1. For one- or two-family dwellings - 25';
2. For all other buildings - 28'.

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

(b) Streets to be upgraded in connection with development.
The owner or developer of the lot will do all of the following in connection with the development of that lot:

1. Upgrade the street, between the lot and the nearest permanently paved and accepted City street, to meet the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;
2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.

~~I — Exceptions. The requirements of this section shall not apply to the following city streets upon their construction by the public works authority to such standards as are determined by the authority to be the most feasible:~~

- ~~1. Dingley Court;~~
- ~~2. Morgan Court.~~

(c) Other exceptions. The building or structure is one of the following:

1. An accessory building; or
2. Part of a Planned Residential Unit Development.

MEMORANDUM

City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Stuart O'Brien, Director, Planning Division

DATE: May 21, 2018

SUBJECT: Text Amendments to Section 14-403. Street Access

SPONSOR: Sean Dundon, Chair, Portland Planning Board

Public Hearing, May 17, 2018. Board unanimously recommended (6-0, Whited absent) to City Council the adoption of the revised Section 14-403. Street Access.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 4, 2018 Final Action June 18, 2018

Can action be taken at a later date: Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

Sean Dundon, Chair, Planning Board and Stuart O'Brien, Director, Planning Division- 5 to 10 minutes total

I. ONE SENTENCE SUMMARY

Proposed amendments to Section 14-403. Street Access applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits and the overriding goals of the text amendments are to increase the predictability and clarity while managing the competing needs of new housing construction, sustainability of infrastructure and public safety.

II. AGENDA DESCRIPTION

Section 14-403 Street Access is contained within Division 24, Use Regulations and Exceptions of the Land Use Code. It applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits. The goals of the text amendments are to increase the predictability and clarity of Section 14-403 while managing the competing needs of new housing construction, sustainability of infrastructure, and public safety. Maintenance of public roadways and related infrastructure is a significant expense for the City and one where our priority must be on addressing deferred maintenance and existing needs. As required by the Portland's Plan 2030, the city must try to find a balance between the sometimes competing needs of a sustainable, equitable, secure and connected community. The proposed amendments, unanimously recommended by the Planning Board, seek to achieve that balance by allowing development on undersized built streets that meet minimum standards for emergency services and to continue to require undeveloped streets to be improved to meet current city street standards. The substance of proposed amendments remains consistent with current policy, while seeking to simplify and clarify the regulations.

III. BACKGROUND

Section 14-403 was enacted over 30 years ago (A. Torregrossa memo, Attachment 1 of Planning Board Report). The section prohibited construction of residential building on streets of less than 35 feet and then

in 1984, the section was amended to require the street to be brought up to city standards. As stated in Anne Torregrossa's memo, "The City Manager and staff recognized the requirements in Sec 14-403 limited development even on City-accepted streets, and also that the section was complicated, difficult to apply, and duplicated many of the rules and requirements that are now part of the site plan review process." Staff members from Corporation Counsel, Public Works, Fire, Permitting and Inspections, and Planning collaborated on the proposed rewrite of Section 14-403 "...in an attempt to streamline and clarify the requirements of the section..."

The basic elements of the proposal are as follows:

- 1- Simplifies and clarifies the language in Section 14-403;
- 2- Reduces the minimum width required for the construction of new dwelling units on permanently paved and accepted streets from 35' to 25' for one and two-unit structures and 28' for other buildings;
- 3- Establishes a mechanism for a waiver from the developed street standards with the written approval of the Fire Chief and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired;
- 4- Continues to require unimproved streets subject to new development to build the street to city standards from where existing pavement ends and along the full extent of lot frontage;
- 5- Provides waivers for unimproved streets to be reviewed under the same criteria used for modifications contained in the subdivision ordinance; and
- 6- Exceptions have been modified to list only an accessory building or part of a planned residential unit development.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Portland 2030- Comprehensive Plan: The vision statement conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for housing production be balanced with needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety.



V. FINANCIAL IMPACT

VI. PLANNING BOARD ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The proposed text amendments are intended to simplify and clarify the language of Section 14-403 Street Access. It applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits. There are built streets in Portland, particularly on the peninsula, that are narrow and do not meet city standards. There are also undeveloped streets, particularly off the peninsula, where property owners seek to develop. Current standards call for 28 feet of minimum pavement width, but many of the existing built streets were constructed well before such standards were in place. The proposed amendments allow development on undersized built streets that meet minimum standards for public safety access, where appropriate. The amendments also continue to require undeveloped streets be improved to meet current city street standards.

Street extensions under 14-403 are reviewed administratively under the site plan ordinance and must meet the City's engineering specifications for streets, sidewalks, public utility installations, and stormwater management. Over the past five years five (5) street extensions were approved and currently, there are two (2) pending applications. In that same time frame, four (4) single family subdivisions (with Stroudwater Preserve to be built in 3 phases) were approved that created new streets.

The Planning Board found that the comprehensive plan calls for the City to operate facilities and services in an efficient, transparent, and effective manner that is responsive to all residents. The policies and strategies support a fix-it first approach to the extensive infrastructure within Portland. One action states, “Develop long-range asset management plans for public facilities in order to ensure that our limited public funds are maintained and investing in strategically.” In addition, the plan for fiscal stability includes the actions:

- Keep tax rate increases manageable and provide predictability and stability in tax rate increases while supporting City services and a stable labor force.
- Make fiscal stability a factor in land use planning by considering both public investments and potential gains in the City’s tax base when planning for a sustainable future for the city, while recognizing that not all land use decisions will be driven by the fiscal impacts of the development produced.

Thus, creating new infrastructure within the city is intended to be carefully evaluated, so that investments are strategic, sustainable, and manageable for the long-term responsibility of the City. The proposed amendments to Section 14-403 are proposed to provide clear regulations for street access for private development that can be maintained effectively by the City without overburdening the Departments of Public Works and Fire.

The need for housing and affordable housing is clear in Portland. Again, the City is seeking to encourage housing where there are concentrations of services, transit and community facilities. Generally, the 14-403 road extensions support single family development in lower density neighborhoods. While this addresses the preferences for some Portland residents, the City is emphasizing more strategic investments that support higher levels of housing construction. Thus, the proposed amendments allow for private investments to occur for low density housing development that again can be served efficiently by the City without overburdening the tax base.

VII. PLANNING BOARD RECOMMENDATION

At the public hearing on May 17, 2018, the Planning Board unanimously (6-0, Whited absent) found that the proposed text amendments to Division 24, Use Regulations and Exceptions of the Land Use Code., Section 14-403, Street Access, are consistent with the Comprehensive Plan and recommend adoption of the proposed amendments to the City Council.

VIII. LIST ATTACHMENTS

Attachment A- Planning Board Report

Attachments to Report:

1. Memorandum from Anne Torregrossa, Associate Corporation Counsel, March 5, Attachments to the memo include:
 1. Joe Gray memo, 1984
 2. Gary Wood memo, 2012
2. Proposed Text Amendments to Section 14-403

Public Comment

- PC 1 Matt Power, 3-3-18
- PC2 Victoria Morales with Attachment, 3-9-18
- PC3 Liv Chase 3-11-18
- PC4 Brent Adler 3-11-18
- PC5 John McGovern 3-19-18
- PC6 John McGovern 3-27-18
- PC 7 Liv Chase 5-3-18
- PC8 Brent Adler 5-3-18
- PC9 Matt Power 5-8-18

Prepared by: Barbara Barhydt, Development Review Services Manager
Date: May 21, 2018

Sec. 14-403. Street access.

A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.

(a) *Permanently paved and accepted streets or island streets.* The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:

1. For one- or two-family dwellings – 25’;
2. For all other buildings – 28’.

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

(b) *Streets to be upgraded in connection with development.* The owner or developer of the lot will do all of the following in connection with the development of that lot:

1. Upgrade the street, between the lot and the nearest permanently paved and accepted City street, to meet the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;
2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.

(c) *Other exceptions.* The building or structure is one of the following:

1. An accessory building; or
2. Part of a Planned Residential Unit Development.



**PLANNING BOARD REPORT
TO CITY COUNCIL
PORTLAND, MAINE**

LAND USE CODE TEXT AMENDMENTS – SECTION 14-403. STREET ACCESS

City of Portland, Applicant

Submitted to: Mayor Strimling and City Council From: Chair Dundon and Portland Planning Board Public Hearing – June 18, 2018	Prepared by: Barbara Barhydt, Development Review Services Manager Date: May 21, 2018
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I. INTRODUCTION:

Section 14-403 Street Access is contained within Division 24, Use Regulations and Exceptions of the Land Use Code. It applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits. The goals of the text amendments are to increase the predictability and clarity of Section 14-403 while managing the competing needs of new housing construction, sustainability of infrastructure and public safety. Maintenance of public roadways and related infrastructure is a significant expense for the City and one where our priority must be on addressing deferred maintenance and existing needs. As required by the Portland's Plan 2030, the city must try to find a balance between the sometimes competing needs of a sustainable, equitable, secure and connected community. The proposed amendments, unanimously recommended by the Planning Board, seek to achieve that balance by allowing development on undersized built streets that meet minimum standards for emergency services and to continue to require undeveloped streets to be improved to meet current city street standards. The substance of proposed amendments remains consistent with current policy, while seeking to simplify and clarify the regulations.

The legislative history and public purposes of the section are outlined in a memorandum prepared by Anne Torregrossa, Associate Corporation Counsel ([Attachment 1](#)). As stated in Anne Torregrossa's memo, "The City Manager and staff recognized the requirements in Sec 14-403 limited development even on City-accepted streets, and also that the section was complicated, difficult to apply, and duplicated many of the rules and requirements that are now part of the site plan review process." Staff members from Corporation Counsel, Public Works, Fire, Permitting and Inspections, and Planning collaborated on the proposed rewrite of Section 14-403 "...in an attempt to streamline and clarify the requirements of the section...."

The basic elements of the proposal are as follows:

- 1- Simplifies and clarifies the language in Section 14-403

- 2- Reduces the minimum width required for the construction of new dwelling units on permanently paved and accepted streets from 35' to 25' for one and two-unit structures and 28' for other buildings
- 3- Establishes a mechanism for a waiver from the developed street standards with the written approval of the Fire Chief and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.
- 4- Continues to require unimproved streets subject to new development to build the street to city standards from where existing pavement ends and along the full extent of lot frontage.
- 5- Waivers for unimproved streets are proposed to be reviewed under the same criteria used for modifications contained in the subdivision ordinance.
- 6- Exceptions have been modified to list only an accessory building or part of a planned residential unit development.

A workshop on the proposed text amendments was held with the Planning Board on March 22, 2018 and the material was presented at the Council's Housing Committee on March 28, 2018. The Planning Board held a public hearing on May 17, 2018 and found the proposed amendments consistent with the Comprehensive Plan and unanimously recommends (6-0, Whited absent) to City Council the adoption of the proposed amendments.

II. NOTICE AND PUBLIC COMMENT

This item will be noticed for the Council public hearing. It was noticed in the Legal Ad that appeared in the Portland Press Herald on April 30 and May 1, 2018, posted on the City's web page on April 26th and sent to interested citizens through Notify Me on that same date. The public comments received to date are included in the packet under public comment, PC1 – PC9.

III. PROPOSED TEXT AMENDMENTS

The proposal is to replace the existing Section 14-403, Street Access, with a rewritten section. Please refer to Attachment 1 (Torregrossa memo) for a summary of the amendments and Attachment 2 for the proposed ordinance text. A comparison of the existing and proposed language is below.

Current Section 14-403 Language	Proposed Section 14-403 Language
<p>a) <i>In general.</i> No building intended for use as a habitation shall be erected on a lot which has its only street frontage on a street less than thirty-five (35) feet wide. No building shall be erected on a lot, except on the islands in Casco Bay, which does not abut a street meeting the minimum requirements for street improvements set forth in this section. For purposes of this section, street shall be as defined in section 14-47¹, except that a dedicated street which may no longer be accepted due to lapse of time and an accepted street which may have been discontinued by abandonment shall also be deemed to be streets, provided that an applicant for a building permit respecting any lot abutting such street shall, without compensation or claim for damages, and at his own cost and expense, first submit to the building authority (a) a deed from the owner of such lot conveying to the city all his right, title and interest in and to</p>	<p>A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.</p> <p>(a) <i>Permanently paved and accepted streets or island streets.</i> The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:</p> <p>1. For one- or two-family dwellings – 25’;</p>

¹ Street: A public way established by or maintained under public authority, or a way dedicated to the use of the public and appearing on the official map of the city.

Attachment A- Planning Board Report to Council

<p>such street or any portion thereof; and (b) an agreement by such owner forever releasing the city from any and all claims for damages for the laying out and taking of such street and indemnifying the city against any and all other such claims, both such instruments to be executed and in recordable form acceptable to the corporation counsel and to encumber and run with the land.</p>	<p>2. For all other buildings – 28’.</p> <p>These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.</p>
<p>(b) <i>Minimum requirements for street improvements on unimproved and improved but unpaved streets.</i> For a lot abutting any portion of a street which is unimproved or improved but not permanently paved, that portion which abuts the lot, and any like portion between such portion and the nearest permanently paved street or portion which is the principal access to such lot, shall be improved, including sewers, storm drains, pavements, curbs and, if located on a designated school walking route, sidewalks, in accordance with the minimum technical standards promulgated by the public works authority pursuant to section 14-498(a) of article IV of this chapter. Where the nearest permanently paved street does not have granite curbing, the public works authority may waive the requirement of curbing under this section, if it determines that an acceptable alternative drainage plan will be provided. Prior to the issuance of a building permit for erection of a building on a lot abutting any portion of a street which is unimproved or improved but not permanently paved, the following shall occur: (1) A plan of the street improvements required by this section shall be submitted to the public works authority; and (2) upon determination by the public works authority that the plan meets the street improvement requirements established by this subsection, a performance guarantee and inspection fee for said improvements shall be submitted to the city as set forth in section 14-501. Also as set forth in section 14-501, a one-year defect bond shall be tendered to the city prior to release of the performance guarantee required hereby. The provisions of this subsection (b) shall not apply to the erection of any single-family dwelling on any lot where the owner of the lot establishes that he or she was the owner of that same lot on November 19, 1984, and at all times thereafter, and states his or her intention under oath to make the structure his or her personal residence.</p>	<p>(b) <i>Streets to be upgraded in connection with development.</i> The owner or developer of the lot will do all of the following in connection with the development of that lot:</p> <ol style="list-style-type: none"> 1. Upgrade the street, between the lot and the nearest permanently paved and accepted City street, to meet the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code; 2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and 3. Obtain site plan approval for the work required under this subsection.
<p>I <i>Exceptions.</i> The requirements of this section shall not apply to the following city streets upon their construction by the public works authority to such standards as are determined by the authority to be the most feasible:</p> <p>Dingley Court;</p> <p>Morgan Court.</p>	<p>(c) <i>Other exceptions.</i> The building or structure is one of the following:</p> <ol style="list-style-type: none"> 1. An accessory building; or 2. Part of a Planned Residential Unit Development.

IV. HOUSING COMMITTEE COMMENTS

The Housing Committee met on March 28th to discuss the proposed amendments. The Committee is composed of Councilors Duson, Ali and Cook. Councilor Ray also attended the meeting. The Committee is seeking the Board's recommendation to be submitted to the City Council and the Committee is not forwarding a separate recommendation. The Housing Committee did request additional information from the staff, which includes:

- a) Map of unaccepted streets and adjoining developable land
- b) Cost estimates if the City were to accept and improve those streets;
- c) Any projects in recent history that have not moved forward because of the requirements in 14-403; and
- d) Clarification of the projects in the chart of street extensions that are improved streets under 14-403 and those that are new subdivision streets.

Items a and b are considered to be part of a larger policy discussion about housing and infrastructure needs that will be studied as part of the Recode efforts in the future. A full evaluation of vacant land, infrastructure needs, and costs of development will be needed to update the city's land use code and will be undertaken as part of the ReCode project. The requests of c and d are addressed below under the staff analysis.

The Housing Committee also made specific requests for the Planning Board's consideration:

- a) With respect to unaccepted streets, specifically consider the fairness of requiring one lot owner to pave the entire street, benefiting the remaining lot owners; and
- b) With respect to accepted streets, consider the impact of the minimum width requirements.

As stated above, these important questions will be analyzed and addressed as part of the larger effort to revise the City's Land Use Code to address the City's goals in the Comprehensive Plan and to incorporate current best practices for development standards.

V. PLANNING BOARD ANALYSIS

A. Purpose of Section 14-403

The proposed text amendments are intended to simplify and clarify the language of Section 14-403 Street Access, which is contained within Division 24, Use Regulations and Exceptions of the Land Use Code. The section applies to both developed and undeveloped streets by establishing minimum street requirements to be met prior to obtaining building permits. There are built streets in Portland, particularly on the peninsula, that are narrow and do not meet city standards. There are also undeveloped streets, particularly off the peninsula, where property owners seek to develop. Ideally, all city streets would be built to the current standards of 28 feet of minimum pavement width, but many of the existing built streets were constructed well before such standards were in place. The proposed amendments address both developed and undeveloped streets by allowing development on undersized built streets that meet minimum standards for public safety access where appropriate. The amendments also continue to require undeveloped streets be improved to meet current city street standards. Staff members from Corporation Counsel, Public Works, Fire, Permitting and Inspections, and Planning collaborated on updating Section 14-

403 to improve the clarity of the ordinance and retain the underlying public purposes of encouraging development where adequate public safety access is available without imposing significant new City expenses for street construction and maintenance. Again, the proposed text amendments seek to simplify and clarify Section 14-403, while retaining the substance of the current public policy.

B. Built Streets That Do Not Meet Standards

In terms of the specific amendments, subsection (a) address development on existing streets that are built, but do not meet today's standards. The current standards for a local street require a right-of-way width of 50 feet with a pavement width of 28 feet. There are streets, particularly on the peninsula and islands, that do not meet current dimensional standards and in some cases are inaccessible for emergency and public works vehicles. Recent development has occurred on some of these undersized streets, such as Tate and Oak Streets. During those reviews, staff members sought to ensure public safety with careful consideration of public safety access, parking regulations, and street improvements on a case by case basis.

The proposed text amendments are proposed to provide clearer and more transparent regulations for the built streets. The proposed revisions establish a minimum clear street width between curbs as follows:

- (d) The minimum clear width shall be as follows:
 - 1. For one- or two-family dwellings – 25’;
 - 2. For all other buildings – 28’.

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

The Planning Board concurred with the intent of the amendments to be transparent about the minimum clear widths required for development to occur on such streets. Acting Fire Chief Keith Gautreau noted that safe and adequate public safety access is vital to serve each new unit on a substandard street. The proposed waiver is intended to allow for flexibility or fairness within the city's built infrastructure, where both the Fire Chief and Public Works Director find that public services and public safety access are not unreasonably impaired. The Board supported the transparency of setting minimum standards for developed streets, so that there is clarity on the expectations for all future development. The Board also recognized the need for flexibility in the ordinance due to the broad range of circumstances within the built environment. Thus, they supported the provision requiring both the Fire Chief and DPW Director's concurrence on waiver requests. As proposed, new development may occur on existing undersized developed streets that meet minimum requirements or where services and access can be achieved without being unreasonably impaired. However, the burden of meeting these criteria will be on the developer. This approach should help to clarify the standards and avoid issues that had previously not always become apparent until site plan review began on a project and substantial funds were expended by the applicant; while at the same time, allowing for certain flexibility from the city.

C. Unimproved Streets for New Development

Subsection (b) addresses streets that are unimproved for new development. It requires the street to be improved to current street standards by the applicant, which is consistent with the City's current policy. The intent is to provide adequate access for city services, while not burdening the tax base with street construction costs. This includes building streets within right-of-ways where no improvements have been made or only dirt and gravel surfaces exist. Since the adoption of Sec 14-403 over 30 years ago, new

development along undeveloped streets requires an applicant to bring the road up to standards from where the existing street pavement ends and along the full extent of lot frontage.

Many, but not all, paper streets are located off-peninsula with numerous abutting lots (both vacant and developed lots). As noted earlier, an evaluation of the amount of vacant land and the total costs for building out these streets will need to be part of the more expansive analysis to as part of the ReCode project. Section 14-403 addresses unimproved streets or dedicated and undeveloped right-of-ways by requiring streets to be upgraded to city standards in order to construct a new home or add a dwelling unit.

In response to the Housing Committee's question as to the equity of the 14-403 as applied to unaccepted and improved streets, the staff would like to clarify that the only time an owner is required to build out the roadway is when they propose constructing a new dwelling or structure. There is also no prohibition on their collaborating with abutting owners who will benefit from the road. The requirement is only that the road be brought up to the legal standards before any additional housing units are brought online. The PB considered the impact of this on housing and did agree that this needed to be part of future conversations moving forward, but that the amendment, as proposed, is an appropriate step in the right direction - recognizing the ability to open up additional lots for development while still being conservative with City resources and safety needs. While the costs for a property owner are significant, without these standards the City could face potentially unsafe conditions and expensive infrastructure work that is not meeting targeted goals. There is no question there is substantial inconsistency with how service provision and residential constructions on unaccepted streets has been managed in Portland over the last century; however, the goals here is minimize the perpetuation of these practices not incentivize them.

D. Review Process

Street extensions under 14-403 are reviewed administratively under the site plan ordinance as either a Level I or Level II application. The level of review is based upon the amount of impervious surface area that is being added. The standards of review are the same for both applications. Briefly, the review process requires a survey stamped by a licensed surveyor and engineered plans for the street meeting the City's technical standards. Portland's Technical Manual contains the engineering specifications for streets, sidewalks, public utility installations, and stormwater management (<http://www.portlandmaine.gov/756/City-Codes-Ordinances-Regulations-Maps>). Over the past five years there have been five approved street extensions that are summarized in Table 1 below. Two applications are currently undergoing review and are also listed on the table 1. To address the Housing Committee's question of how many streets were vacant versus some level of improvement, this chart has been updated with this information.

Table 2 on the following page lists single family subdivisions approved over the past 5 years. Skylark is a subdivision that had paper streets, but the lots and streets were reconfigured to meet current standards. The other subdivisions created new street right-of-ways and lots. Under Portland's Subdivision Ordinance, recording plats cannot be recorded without posting a performance guarantee for the street infrastructure work to be completed.

Table 1: Approved & Pending Street Extensions within Dedicated Right of Ways under 14-403

All approved applications had a 50 foot wide ROW and a 28 foot wide pavement width

Street Name	Street Length	Turn Around	Granite Curbs	Side-walks	Development	Initial Condition	Status
Hingham	357	yes	seeking waiver	seeking waiver	5 lots with frontage and 2 side yards	gravel and vacant	Pending Review
Florida Ave	165	no-gravel road beyond	seeking waiver	seeking waiver	2 property owners for 2 sf lots	gravel	Pending Review
Pomeroy	200	yes	yes		Single Family	vacant	Built
Gertrude	93	no-gravel road beyond	yes	waived	Single Family	gravel	Built
Hillcrest	200	no-gravel road beyond	no- open drainage	waived	Single Family	gravel	Built
Pamela	585	no- linked existing Pamela & Alice St	yes	yes	10 Single Family House Lots	vacant	Built
Motley	94	no- gravel road beyond	no-open drainage	waived	2 Single Family House Lots	gravel	Built
Van Vechten	584	no - gravel road beyond	no-open drainage	waived	4 House Lots	gravel	Approved

Table 2							
Approved Subdivisions with New Streets or Street Extensions							
All approved applications had a 50 foot wide ROW and a 28 foot wide pavement width							
Sudivision Name	Street Name	Street Length	Turn Around	Granite Curbs	Side-walks	Development	Status
Skylark Subdivision-Phase I	Skylark Drive	530	yes	yes	one	Phase I: 7 sf lots & 1 existing vacant lot, plus existing home	Phase I complete
Knight Farm	Abner Lane	445	yes	yes	one side	8 sf lots & 1 existing house lot w/ house	Under Construction
Brandy Lane Subdivision	Brandy Lane	970	yes	yes	one side	16 sf lots	Approved
Stroudwater Preserve-Phase 1	(not named yet)	2,074	yes	yes	one-side	47 lots	Under Construction
Stroudwater Preserve-Phase 2	(not named yet)	2,325	No/connects to streets	yes	one side	48 lots	Approved
Stroudwater Preserve-Phase 3	private road- PRUD	800	cul-de-sac	no	one	25 townhouses	Approved

E. Waivers

Under the present version of Section 14-403, an applicant may seek to have the sidewalk waived, if the street is not a school walking route and the curbing may be waived by the Public Works Director. The proposed draft eliminates the waiver language within Section 14-403, and instead allows waivers to be considered using provisions already established under the City Code. In regard to sidewalks and curbs, Section 14-506 Modifications in the Subdivision Ordinance establishes waiver criteria applied during subdivision and site plan reviews. The waiver criteria for curbs and sidewalks are excerpted below.

<p>Sidewalks-</p> <ol style="list-style-type: none">1. There is no reasonable expectation for pedestrian usage coming from, going to and traversing the site.2. There is no sidewalk in existence or expected within 1000 feet and the construction of sidewalks does not contribute to the development of a pedestrian oriented infrastructure.3. A safe alternative-walking route is reasonably and safely available, for example, by way of a sidewalk on the other side of the street that is lightly traveled.4. The reconstruction of the street is specifically identified and approved in the first or second year of the current Capital Improvement Program or has been funded through an earlier CIP or through other sources.5. The street has been constructed or reconstructed without sidewalks within the last 24 months.6. Strict adherence to the sidewalk requirement would result in the loss of significant site features related to landscaping or topography that are deemed to be of a greater public value. <p>Curbing-</p> <ol style="list-style-type: none">1. The cost to construct the curbing, including any applicable street opening fees, is in excess of 5% of the overall project cost.2. The reconstruction of the street is specifically identified and approved in the first or second year of the current Capital Improvement Program or has been funded through an earlier CIP or through other sources.3. The street has been rehabilitated without curbing in the last 60 months.4. Strict adherence to the curb requirement would result in the loss of significant site features related to landscaping or topography that are deemed to be of a greater public value.5. Runoff from the development site or within the street does not require curbing for stormwater management. <p>In no event shall the waiver have the effect of creating potentially hazardous vehicle and pedestrian conflict or nullifying the intent and purpose and policies of the land development plan relating to transportation and pedestrian infrastructure and the regulations of this article.</p>
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Lastly, the exceptions listed in subsection (c) of Section 14-403 for Morgan and Dingley Court. Both of these streets are improved and narrower than today's standards with development on the adjoining lots. The proposal is to remove these streets from the exception list and instead apply the new provisions for any further development on these streets. The proposed draft does exempt accessory buildings, such as garages and sheds, and Planned Residential Unit Developments (PRUD) from 14-403. PRUDs have separate requirements for the construction and maintenance of the private street network serving the development.

VI. COMPREHENSIVE PLAN

The central vision of Portland's Plan 2030 is represented by the venn diagram demonstrating the integral interrelation of the community's core belief that Portland is equitable, sustainable, connected, dynamic,

authentic and secure. The vision conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for housing production be balanced with needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety.



Portland's Plan 2030 has three goals under the Facilities and Services section that are relevant to this policy initiative. The goals are:

- Use planning and fiscal management to sustainably maintain a high level of service for existing infrastructure and programs.
- Coordinate infrastructure planning and investments with areas of greatest anticipated growth.
- Provide public safety, emergency response, and emergency management facilities and services that can effectively meet the needs of all residents.

As support for these goals there are three strategies and accompany actions that address the proposed amendments:

- Provide services to all residents
 - Ensure transparency and access to City services and facilities for all residents.
 - Operate City facilities and services in an efficient and effective manner that is responsive to all segments of the community.
- Develop asset management plans
 - Develop long-range asset management plans for public facilities in order to ensure that our limited public funds are maintained and investing in strategically.
- Plan for Fiscal Stability
 - Keep tax rate increases manageable and provide predictability and stability in tax rate increases while supporting City services and a stable labor force.
 - Make fiscal stability a factor in land use planning by considering both public investments and potential gains in the City's tax base when planning for a sustainable future for the city, while recognizing that not all land use decisions will be driven by the fiscal impacts of the development produced.

The policies and strategies of the Comprehensive Plan support a fix-it first approach to the extensive infrastructure within Portland. Portland seeks to provide quality public services and public safety for all residents. Thus, creating new infrastructure within the city is intended to be carefully evaluated, so that investments are strategic, sustainable, and manageable for the long-term responsibility of the City. The proposed amendments to Section 14-403 are proposed to provide clear regulations for street access for

private development that can be maintained effectively by the City without overburdening the Departments of Public Works and Fire.

The comprehensive plan also contains goals to increase housing. Two of the goals state the following:

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.

The need for housing and affordable housing is clear in Portland. Again, the City is seeking to encourage housing where there are concentrations of services, transit and community facilities. Generally, the 14-403 road extensions support single family development in lower density neighborhoods. While this addresses the preferences for some Portland residents, the City is emphasizing more strategic investments that support higher levels of housing construction. Thus, the proposed amendments allow for private investments to occur for low density housing development that again can be served efficiently by the City without overburdening the tax base.

VII. PLANNING BOARD RECOMMENDATION

At the public hearing on May 17, 2018, the Planning Board unanimously (6-0, Whited absent) found that the proposed text amendments to Division 24, Use Regulations and Exceptions of the Land Use Code, Section 14-403, Street Access, are consistent with the Comprehensive Plan and recommend adoption of the proposed amendments to the City Council.

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1. Memorandum from Anne Torregrossa, Associate Corporation Counsel, March 5, Attachments to the memo include:
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MEMORANDUM

TO: City of Portland Planning Board
FROM: Anne M. Torregrossa, Associate Corporation Counsel
DATE: March 5, 2018
RE: Proposed changes to § 14-403

Section 14-403 has been in place for more than thirty years. Initially, it prohibited the construction of residential buildings on streets less than 35' in width. In 1984, however, the City Council added to § 14-403 to require that streets be brought up to standard before any building could be constructed. This included paving, curbing, sidewalks, and sewers. The 1984 changes were spurred by concerns about the significant costs to the City to upgrade these streets at taxpayer expense, and the danger that undersized or substandard streets posed to the provision of City services and the response of emergency vehicles. As described by the City's then-Director of Planning & Urban Development, development on unimproved streets "tends to create incessant demand for costly City-funded street improvements and also makes servicing of these areas by emergency and public safety vehicles extremely hazardous and uncertain." A copy of that memorandum is attached.

Even as recently as 2012, the City Council reaffirmed its commitment to ensuring that streets are safe before they can be built upon, and that developers bear the cost of their development. In 2012, the Zoning Board of Appeals ("ZBA") granted a hardship variance to a developer, exempting his project from the requirements of § 14-403. In response, the City Council amended § 14-473, which governs the ZBA's authority over variances, to eliminate that possibility. In a memo to the Planning Board addressing the reasons for eliminating this loophole, then-Corporation Counsel wrote that, "the decision sets the stage for variances that could defeat the purpose of Section 14-403 by leading to long paper streets with a number of homes or buildings being served by substandard streets and put the City in a difficult situation." That memo is also attached.

The City Manager and staff recognized that the requirements in § 14-403 limited development even on City-accepted streets, and also that the section was complicated, difficult to apply, and duplicated many of the rules and requirements that are now part of the site plan review process. In an attempt to streamline and clarify the requirements of that section, staff from the Planning Department, Fire Department, Department of Public Works, Permitting and Inspections Department, and Corporation Counsel collaborated on the attached proposed revision. The revision accomplishes the following:

1. Reduces the minimum width for permanently paved and accepted City streets from 35' to 25' for one- and two-family dwellings, and to 28' for other buildings. These widths may be further reduced with the determination of DPW and the Fire Department that ability of the City to provide services will not be impaired. This change makes the minimum required widths consistent with those provided for elsewhere in the Code and also provides flexibility where

2. Requires that all streets that are not accepted and paved, be upgraded and dedicated to the City. This is consistent with the previous version of § 14-403 but does remove many of the details from the ordinance, as they are all captured elsewhere, including the site plan review requirements and the technical standards. DPW has the ability under the technical standards to waive certain requirements, as appropriate.
3. Removes certain exceptions, including for Dingley Court, Morgan Court, and single-family dwellings that have been owned since November 19, 1984. These exceptions have been removed because they defeat the intent of the section to protect individuals who might want to build under those circumstances. Additionally, Dingley Court and Morgan Court appear to have been fully built, and there are few undeveloped lots remaining that have been in one ownership since 1984. Additionally, that provision had been abused by certain developers who simply “flipped” the house, rather than living there, as contemplated by the ordinance.
4. Retains the exceptions for island streets.

CITY OF PORTLAND, MAINE
MEMORANDUM

DATE: 9/17/84

TO: Stephen T. Honey, City Manager
FROM: Joseph E. Gray, Jr., Director of Planning & Urban Development
SUBJECT: Development on Unaccepted/Unimproved Streets

Please place the following item on the September 24th City Council Agenda:

Amendment to Portland City Code Chapter 14 (Land ^{USE} ~~USE~~), Article III (Zoning) Section 14-403 (Street Access) Re: Required Street Improvements.

Statement of Fact

Planning and Public Works officials have been concerned for some time about the accelerating pace of development on unimproved streets and in legally grandfathered subdivisions. Such developments tends to create incessant demand for costly City-funded street improvements and also makes servicing of these areas by emergency and public safety vehicles extremely hazardous and uncertain.

In a related development, the Corporation Counsel recently determined that accepted streets which were abandoned between 1946 and 1976, and unaccepted streets which were dedicated before 1946, do not meet the Zoning Ordinance's requirements that buildable lots have frontage on an accepted or dedicated street. A copy of Mr. Lourie's opinion is attached for your reference.

Against this backdrop, a task force consisting of Planning, Public Works and Corporation Counsel staff has recommended enactment of the attached amendment dealing with development on unimproved streets. A summary of the amendment follows:

Legal Status of Streets

The first part of the amendment deals with the issue of "lapsed" and "abandoned" streets. The amendments would expressly reincorporate "lapsed" and "abandoned" streets into the category of buildable streets, provided that the property owner first gives to the City (1) a release and indemnification from and against all claims for damages in the event the City should decide to take the street by eminent domain, and (2) a release deed to any property rights he may have in the street.

Required Street Improvements

The remainder of the amendment deals with the issue of unimproved streets. The amendment would require that certain improvements be made in the following two instances as a condition precedent to development:

Improved but unpaved streets: For lots abutting an improved (i.e., in common and ordinary use) but unpaved portion of street, that portion which abuts the lot must be improved to public work's minimum roadway specifications (sidewalks and curbs not included).

Unimproved streets: For lots abutting an unimproved (i.e., not in common and ordinary use) portion of street, that portion which abuts the lot, and any portion between that portion and the nearest improved portion which is the principal access to the lot, must be improved to public work's minimum roadway specifications (sidewalks and curbs not included).

These Amendments were approved by the City Council Housing Committee at their meeting on September 12, 1984 by a vote of 3-0. The items are being sponsored by Councilor Abromson, Chairman of the Housing Committee.

CITY OF PORTLAND

MEMORANDUM

TO: Mayor and Council
FROM: Gary Wood
DATE: August 21, 2012
RE: Amendment to Portland City Code Chapter 14, Section 14-473 (Variances)

This amendment contains two components. The first component amends Section 14-473 so that the limitation on the Board of Appeals authority to grant variances references the specific limitations already articulated in subparagraph (c)(4), as well as referencing subparagraph (c)(3). The omission of a reference to (c)(4) may have been an oversight. The reference to Paragraph (c)(3) in the current ordinance should be retained because there are some subsections contained within (c)(3) that make it clear that practical difficulty variances cannot be used in certain circumstances in the City's Shoreland Zone.

The second component of the amendment prohibits the Board of Appeals from granting variances from the standards set forth Section 14-403 by adding that section to subparagraph (c)(4).

"Paper" streets are rights of way designated on approved subdivision plans but never built to city standards or accepted by the City as city streets. The City has over 407 paper streets at this time that are shown on subdivisions recorded prior to September 29, 1987. Under state law the City has until September 29, 2017 to decide whether to continue the City's right to accept one or more of these streets or vacate the potential public rights in them. Current law also allows the Council to extend the deadline another 20 years.

Section 14-403 was created many years ago (see attached memo) to prevent individuals who own lots on paper streets from developing substandard access ways or driveway along the right-of-way beneath the paper street such that the City would end up with a number of residential units accessible only by driveways or private roads down which public safety vehicles might not safely pass and that the City might ultimately be asked to eventually take over and improve to City standards.

The section avoids that result by imposing a requirement on property owners who wish to build residential units along a paper street to build the road to city standards for the entire length of the individual's property abutting the paper street.

The requirement that the road be built along the entire length of the abutting property prevents a property owner from stopping the construction of a road built to city standards at that

point along his property where he has established enough road frontage to meet city road frontage requirements thus leaving a potential gap for the next abutting property owner should that person subsequently wish to also build a residential unit on their lot.

Although the City's Board of Appeals has for the most part refused to grant variances from Section 14-403 nothing in the current ordinance prevents them from doing that and on June 21, 2012 the Board did grant a variance from Section 14-403 requirements.

In granting that variance, the Board acted within its current authority in the ordinance and also in a situation in which a large number of residential units could not be built along the roadway because of its short length. However, this decision sets the stage for variances that could defeat the purpose of Section 14-403 by leading to long paper streets with a number of homes or buildings being served by substandard streets and put the City in a difficult situation.

In order to prevent developers or other property owners from taking advantage of the current authority in the ordinance to grant variances from Section 14-403 the proposed amendment has a retroactive date to the date upon which the Board of Appeals issued its decision. No additional applications have been filed since that decision seeking a variance from the Section 14-403 requirements although, there is one pending application that may be amended to do so.

Because the proposed amendment is to Chapter 14, it should be referred to the Planning Board for a recommendation back to the Council before the Council can act on it.

Sec. 14-403. Street access.

A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.

(a) *Permanently paved and accepted streets or island streets.* The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:

1. For one- or two-family dwellings – 25’;
2. For all other buildings – 28’.

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

(b) *Streets to be upgraded in connection with development.* The owner or developer of the lot will do all of the following in connection with the development of that lot:

1. Upgrade the street, between the lot and the nearest permanently paved and accepted City street, to meet the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;
2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.

(c) *Other exceptions.* The building or structure is one of the following:

1. An accessory building; or
2. Part of a Planned Residential Unit Development.

Planning Board Meeting Public Comment May 8th 2018

Text Amendment 14-403

Comments regarding **Section A** of this text amendment

Hello my name is Brent Adler, 47/49 Chapel Street. I attended the workshop meeting on March 22nd 2018.

I would like to thank staff for taking the time to improve this section of the land use code. I hope my comments and questions will help in determining that there is no need for Section A of this text amendment.

For your information Boston MA has a population of 687,584 people. Portland has a population of 67,067. I spoke with Michael Rooney of the Boston City Planning department and according to him there is no Code in the City of Boston that restricts the addition or development of any unit on a street that is narrow. Instead, the issue of safety is addressed by zoning ordinances that would allow for a deeper set back of a new building for better access of emergency vehicles. Boston has narrow streets like Portland and is a City in the United States.

Boston Fire department has the same fire truck as engine 31 of the Munjoy Hill Station, a Pierce Enforcer 1250/750. Training for the fire department to work on small accepted paved streets should be the solution to service urban infill and development on small accepted City streets, this would be a worthwhile investment for the future.

According to the discussion at the workshop on March 22 the amendment language clarifies our 35' ROW and adds individualized review on a case by case basis by experts in DPW and Fire for any submission of a unit or development on a street less than 25'. Adding units, whether its one 400 square foot or a 30 unit apartment building adds risk and stress onto emergency vehicles and Staff. It was also determined that City accepted streets are the responsibility of the City to maintain.

Up until now we favored the interpretation of 14-403 that the 35' rule did not apply to accepted City streets. I have given many examples, here are a couple more.

9 Romasco Lane- Planning board approved 4 unit in 2015 with a recent permit extension
Joy Place on the west end- condominium project approved in April 2018

It would be important to know how many permits have been denied based on 14-403 for City accepted Streets, this information would help to determine the current interpretation. Moving forward under the amendment we have clearly defined the paved width creating a moratorium

on streets less than 25' and slowing urban infill and housing stock in the City. Blacklisting these streets as we develop the 2030 plan.

During the workshop, Chris Branch stated that accepted City streets are the responsibility of the City unlike unimproved non accepted City Street. How will DPW review an exception for a permit on a street less than 25'? Will he be basing his decision on the condition of the street, and if so wouldn't this be the responsibility of the City and not a condition of issuing an exception?

During the workshop Chief Gautreau stated that a fire trucks width is roughly 10' wide but would need 16' for the outriggers on a ladder truck. Does the fire department use a ladder truck on every call, and if not, what is the working room around a smaller pump truck used for single level access?

If we are going to leave these decision to the experts as Ms Torregrossa stated, why are we not giving them tools to make the decisions with. We have tools for staff during site plan and zoning review. Can we not make this more transparent and in the amendment start to clearly define what an exception would be? Let me give you an example of how my denial letter will read based on the current language of the amendment. My permit for Chapel street is ready for the expert review of the fire department and DPW. It has passed site plan review, design review, code review and zoning. This is what im expecting back from the DPW and the Fire chief when the amendment before you passes

Dear Mr Adler,

Thank you for your request for an exception of 14-403 section A. Unfortunately at this time we do not have the equipment, training, or resources to tend to emergencies at your proposed single family dwelling. This lot is serving the City just fine as a vacant non buildable lot.

*Sincerely
DPW and Fire Chief*

Ms Torregrossa stated that for each 2 bedroom unit there is up to 4 occupants that are added. And each one of these occupants add risk to the equation for emergency vehicles. Under this logic, in the India Street neighborhood where in a 2 block radius over the past 5 years over 200 2-3 bedroom units have been added, increasing the City occupants load at least 1000 people we should carefully consider if our current emergency response is satisfactory for all these new individuals. At what point will a new fire station be needed under the current logic of risk assessment? I do not see the risk on small City approved streets if the occupancy is managed, we know the stock and paved width of all our adopted streets here on the peninsula, this can be gathered through GIS. Why not take the smallest street, drive a fire truck down it and run a drill? I do not see the need to individualize review on small scale development. Can we not work

from the problem and see if it's possible to service the small streets first rather than declaring 25' as the minimum. I am more optimistic about the abilities of our public services than declaring that it's impossible to drive down and put out a fire on a narrow street. There are rural roads in northern Maine that pose more of a problem than an urban City that is littered with Sprinkler Systems, building codes, Fire Hydrants and many fire stations. Can we not get some facts about our current equipment, how long are hoses, how many firefighters does it take to respond and extinguish a 400 square foot residential house that is sprinkled?

Finally, if it is the opinion of staff that its too risky to add occupants and services to city approved streets than there should be no reason why we cant add an exception for structures that do not require these level of services. I'm thinking structures such as garages, storage areas, green houses and beehives. Neither of which would need DPW. Thank you for your time.

Brent Adler

Fwd: Public Comments for March 13th Planning Meeting

Barbara Barhydt <bab@portlandmaine.gov>
To: "Munson, Jennifer" <jmy@portlandmaine.gov>

Sun, Mar 4, 2018 at 8:11 AM

Public comment for 14-403.

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

----- Forwarded message -----

From: **Matt Power** <power.matt@yahoo.com>
Date: Sat, Mar 3, 2018 at 9:40 AM
Subject: Public Comments for March 13th Planning Meeting
To: "bab@portlandmaine.gov" <bab@portlandmaine.gov>, Kim Cook <kcook@portlandmaine.gov>

3-2-2018

Hello Barbara,

I've been corresponding with Kim Cook over the last week about the Portland ordinance that the planning board is taking up for comment on March 13th, section 14-403. I'm submitting my comments in writing below, because I am away on business on the 13th, and can't be there in person. Kim has been very kind to assist me and follow up on this matter.

Here are my public comments.

An Argument for Preventing "Ghost Lots" with 14-403

My partner and I own a parcel on Tarball Ave in the Riverton neighborhood, one of many so called paper streets in Portland. It's .6 acre lot on an unpaved road. Tarbell Ave has several homes on it, including one that is past us, on the end of the street, and another, at 119 Tarbell, that was built after the restrictive language in 14-403 was adopted in 1987 (*see attached document*). Many outbuildings have also been added after the ordinance. The street is plowed by the city, trash and recycling are picked up, street lights are serviced, electric, sewer and water are already at the street. To my understanding, on a paper street, none of these are supposed to be provided by the city (per the notes sent to the 119 Tarbell property). This rule is apparently not followed, and I'm glad—as are the many residents of Tarbell Ave.

We would like to be able to build a small home and garden-related outbuildings on our property, but we have been blocked by 14-403, because as it's written, we would have to widen, pave and add curbs to the entire dirt street, a huge expense we could not afford. This restrictive ordinance as its written makes no sense for streets like ours. A new home on the street would add little or no infrastructure burden, and bring in new taxes.

Under 14-403, public works can waive the curb requirement, but not the other street upgrades. This means the only recourse for property owners on paper roads wanting to build a home or even an outbuilding is to appeal the interpretation of the ordinance, with slim chance of success.

As you know, last year, [Maine ordered municipalities to declare paper streets as city streets or revert them to abutting owners](#), but left a loophole that Portland took, buying them 20 more years of procrastination on paper streets. I understand why the city did it...paving all those streets would cost a fortune. But at the same time, the combination of this choice, and strict interpretation of 14-403, have effectively "locked out" properties like ours, which are ideally situated for small scale new construction.

As written, 14-403 is outdated. I assume the initial intent was to push the cost of street upgrades onto large scale developers, but unfortunately it has caught small landowners in its net, at a time when Portland needs new ways of adding housing. The ordinance needs to be relaxed to allow for common sense development. A street that is already serviced and occupied should not have "ghost lots" created by a heavy-handed ordinance.

Possible Solutions

1. **Make street exceptions easier.** There is currently one mechanism for building on a paper street. The street can be *declared an exception*. A few streets are on this short list, but my understanding is that adding a street requires a full council vote. Why not add some codified, basic criteria that supports an exception? If the street is occupied and serviced by the city already, for example, the exception process should be easier. Perhaps a simple appeal can redefine the street as a "De Facto City Street." In other words, it's a city street in all but name, not subject to the same high level of upgrades, but much more flexible for landowners looking to build homes or outbuildings.

I *Exceptions*. The requirements of this section shall not apply to the following city streets upon their construction by the public works authority to such standards as are determined by the authority to be the most feasible:

1. Dingley Court;

2. Morgan Court.

{Code 1968, § 602.1B.B; Ord. No. 193-84, § 1, 11-19-84; Ord. No. 178-87, 11-2-87; Ord. No. 372-89, 3-20-89; Ord. No. 273-90, 3-19-90}

2. **Allow for individual parcel appeals.** Add language that allows for smaller residential projects to appeal the restrictive road requirements for paper streets. An appeal would not challenge the interpretation of this ordinance. It would challenge the application of the ordinance to specific lots on a street, based on the level of additional infrastructure costs.

3. **Give public works more waivership options.** At present, they can only waive the curb requirement. Give them the ability to waive road widening, storm drains, sidewalks, paving and other requirements if they don't see them as essential to current maintenance of a paper street. —excerpt from 14-403 below:

(b) *Minimum requirements for street improvements on unimproved and improved but unpaved streets.* For a lot abutting any portion of a street which is unimproved or improved but not permanently paved, that portion which abuts the lot, and any like portion between such portion and the nearest permanently paved street or portion which is the principal access to such lot, shall be improved, including sewers, storm drains, pavements, curbs and, if located on a designated school walking route, sidewalks, in accordance with the minimum technical standards promulgated by the public works authority pursuant to section 14-498(a) of article IV of this chapter. Where the nearest permanently paved street does not have granite curbing, the public works authority may waive the

4. **Add off-grid and tiny house options.** Landowners who are willing to build a home that is low impact, supplies its own water, electricity and so on should be held to a less stringent infrastructure standard. Tiny homes are [included in the Maine state building code now](#). They are also talked about on the [now outdated City faq page](#) about tiny homes:

"The city is actively looking at the issue of tiny houses and what role they might play in helping address our housing needs. The biggest challenge appears to be the state building code, which the city is required to utilize."

That challenge is **no longer an issue**. It's a good time to add some language opening the door to eco-friendly housing options that would allow Portland to live up to its goals of being a "green" place to live

Please consider these suggestions as you modify 14-403. Building in the city limits is the most sustainable kind of new development. Without changes to 14-403, the options for adding new housing stock over the next 20 years will be extremely limited, and the residents will be poorly served.

Thank you,

Matt Power

Portland

207-619-2713



Records for 119 Tarbell Ave-websized.pdf
4838K



Barbara Barhydt <bab@portlandmaine.gov>

March 13th PB workshop RE: proposed changes to 14-403

1 message

Victoria Morales <victoria@moraleslaw.me>

Fri, Mar 9, 2018 at 2:29 PM

To: Barbara Barhydt <bab@portlandmaine.gov>, "sgo@portlandmaine.gov" <sgo@portlandmaine.gov>

Dear Planning Board Members and Planning Staff,

Please accept this email and attachment with additional suggestions to the proposed amendments to section 14-403 of the land use code.

I represent MTR, LLC, a small residential construction company interested in building homes that are between 1,400 and 1,600 square feet and are affordable for working middle class families. To further that goal, my client is looking at lots in Portland near schools and green space, and with frontage on streets acceptable to the City. Many undeveloped lots in the City are on gravel roads that have been dedicated for public travel many years ago through the recording of a subdivision plan (paper streets). The barrier to creating housing on many of these lots is the cost of building the road, including the subsurface infrastructure, drainage, and lighting that is currently required. Larger scale developers can often absorb these costs and role them into the return on the higher end product. That is not the same for smaller developers.

My goal in submitting these suggestions is to request that the Planning Board take a good look at the street and infrastructure standards in Chapter 25 and the Technical Manual, which present significant barriers to building residential housing in the City, particularly for building one single family home on a gravel road that already has other residential homes on it. Admittedly, the amendments I offer do not go far enough to unlock the potential for creating more housing on the many undeveloped lots in the City. However, my hope is that the Planning Board, staff, and DPW can gather and examine the data regarding the existing list of unaccepted roads, unpaved roads, and available lots to remove the barriers that exist today to meeting the goals of the Comprehensive Plan to create more much needed housing in the City.

Very truly yours,

Victoria

Victoria Morales, Esq.**Morales Law****Land Use and Government****Relations Counsel**

188 State Street, Suite 3, Portland Maine 04101

207.216.0643<https://www.linkedin.com/in/victoria-morales-a69b7550>

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3/9/2018

City of Portland Mail - March 13th PB workshop RE: proposed changes to 14-403

prohibited. If you have received this correspondence in error, please immediately notify me by replying to this message and permanently delete the original, all copies, and all printouts of this message. Thank you.



Edits to proposed changes 14-403 v.11(1).docx

20K

Further suggested changes to the proposed amendments to 14-403 in red.

Sec. 14-403. Street access.

A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.

(a) *Permanently paved and accepted streets or island streets.* The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:

1. For one- or two-family dwellings – 25’;
2. For all other buildings – 28’.

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

(b) *Streets to be upgraded in connection with development.* The owner or developer of the lot will do all of the following in connection with the development of that lot:

1. Upgrade the street between the lot and the nearest permanently paved and accepted City street **by paving the existing travel way or the minimum clear width measurement as described above, as determined by the Public Works Authority, and meeting the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;**
 - i. The widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.**
2. Take all necessary steps under Chapter 25, Article III, Section 47 of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.

(c) *Other exceptions.* The building or structure is one of the following:

1. An accessory building; or
2. Part of a Planned Residential Unit Development.

Street Acceptance – Portland Code, Chapter 25

Victoria's suggested changes in red

Sec. 25-47.

Acceptance of streets and ways dedicated for public travel prior to July 7, 1948. A street or way dedicated for public travel prior to July 7, 1948, **including paper streets**, shall be laid out and accepted as a public street or way by the city only upon the following conditions:

(a) Minimum width. Such street or way shall have a minimum width of fifty (50) feet unless the owners of property adjoining the street or way shall convey to the city sufficient land to lay out a fifty (50) foot street; provided, however, that the Public Works **and Planning Authority may allow the minimum clear width or less, as described in 14-403** when a fifty (50) foot street is impracticable.

Provided further that any such street or way located on any of the islands in Casco Bay, which is not considered to be a collector street in the opinion of the public works authority and the planning board, may have a minimum width of thirty-two (32) **(change to: the minimum clear width standard in 14-403)** feet.

(b) Recorded plan. A plan of the street or way shall have been recorded in the county registry of deeds prior to July 7, 1948.

(c) Petition by abutters. A majority of the abutters upon the street or way shall in writing, on a form to be prescribed by the public works authority, petition the city council to improve the street by grading, curbing, gravelling, macadamizing, paving, or in any other way making a permanent street of the same, or any part thereof; and in said petition shall waive any damages resulting from the laying out and acceptance of said street or way, or any necessary changes in the grade thereof; and shall agree to pay their just proportion of one-third of the cost thereof. For purposes of this article, a majority of the abutters shall mean those abutters who own more than fifty (50) percent of the frontage, both in front-feet and in assessed value.

(d) Assessment of costs. When the street or way shall have been laid out and accepted as a public street or way, and such improvements have been made, one-third of the cost thereof shall be assessed on the property adjacent to and bounded on the street or way in the manner, and with the same right of appeal, provided in 23 M.R.S.A §§ 3601--3605.¹ (Code 1968, § 707.2) Cross reference(s)--Uniform procedure for collecting assessments,

¹ 23 M.R.S. §3601. Apportionment of damages or benefits

Whenever the city government lays out any new street or public way, or widens or otherwise alters or discontinues any street or way in a city, and decides that any persons or corporations are entitled to damage therefor, and estimates the amount thereof to each in the manner provided by law, it may apportion the damages so estimated and allowed, or such part thereof as to it seems just, upon the lots adjacent to and bounded on such street or way,

other than those for which damages are allowed, in such proportions as in its opinion such lots are benefited or made more valuable by such laying out or widening, alteration or discontinuance, not exceeding in case of any lot the amount of such benefit, but the whole assessment shall not exceed the damages so allowed. Before such assessment is made, notice shall be given to all persons interested of a hearing before said city government, at a time and place specified, which notice shall be published in some newspaper in said city at least one week before said hearing.

Google Groups

Planning Board Workshop- 3/13- Text amendment 14-403

Liv Chase <livchase@yahoo.com>

Mar 11, 2018 3:39 PM

Posted in group: **Planning Board**

Dear Planning Board Members and Planning Staff,

Thank you for your time and attention in addressing section 14-403 of the City's land use code. This amendment directly affects me because I own 2 properties on accepted city streets that have a width less than 25'. Based on the history of 14-403 and the enforcement of this ordinance, the intention of this code is to address unaccepted city streets, i.e. paper streets. It is my understanding, no permit application or plan for development on an accepted city street was ever denied on the basis of street width, until recently.

The attached comments, attachments, and suggested amendment to 14-403 are to address 14-403 (a) for accepted city streets. Regardless of the prior interpretation, I hope you will agree that accepted city streets which already have city services and established widths, should not be part of this ordinance.

Regards,

Liv Chase

livchase@yahoo.com

207-522-4345

Section 14-403 was written and adopted in 1968. The interpretation of this code has always been that it applies to non-accepted city streets i.e. paper streets. This section of the land use code has had no bearing on accepted city streets in the past. The City of Portland zoning department has approved many projects on the Portland peninsula on streets which are less than 35' in width (Attachment D). Only recently has section 14-403 been read literally and enforced to deny permit applications on accepted city streets that are less than 35' in width. One of these permit applications is an application submitted in May 2017 to build a small 499sf single family house located at 47 Chapel Street. If the true intention of clarifying this code is related to the impact it will have on city services, please consider the following:

Why are we defining street access?

We are defining street access because it is relevant to fire and life safety.

Why would street width need to be defined for accepted city streets that are already built?

City Services

Accepted city streets already have city services, i.e. water/ sewer, plowing, general upkeep, ect. As property owned by the city, the city already holds the responsibility/cost for maintaining these streets.

Adding additional buildings to a street with city services does not unreasonably impair these services because these services are already in place.

Fire and Life Safety

Accepted city streets are wide enough to allow for the access of fire trucks and ambulances in the event of an emergency. Currently, all accepted city streets are wide enough for a fire truck to drive down (a fire truck is just under 10' in width). A brief conversation with the fire department revealed that the narrowest street for the fire truck is Oak Street. Even though the street width is 24.5 feet wide, cars are allowed to park on both sides of the street. This equals a clear width of 10.5 for the fire truck. Clear width for a fire truck to pass should take into account parked cars on the street (Attachment C)

City staff has expressed the need to simplify and clarify section 14-403. The clarification is that 14-403 is not intended for accepted city streets.

Other Points to Consider:

Accepted city streets on the peninsula have been streets since the 1800's. The peninsula is home to the highest density of building infrastructure in Portland. If there truly was a problem in regards to city services and life safety on accepted city streets, this would have been addressed 30 years ago when the code was revised.

This proposed text amendment will take away property owners rights. There are 53 streets on the peninsula that would be affected by this amendment (Attachment A and B)

It is understood that there is a need to regulate the creation of new city streets (Section 14-403 (b)) and adopt standards for these streets. NFPA 1 fire code determines a minimum clear width of 20 feet for a emergency access in the creation of new streets.

The proposed text amendment establishes an arbitrary street width that is not based on anything pertaining to fire and life safety. Additionally, it allows for this width to be reduced by approval of the fire chief and public works director. This makes the proposed text discretionary and vague. This opinion based flexibility would prove to be beneficial in connection with the development of new streets, but it adds no value to streets which are already defined as to width. Accepted city streets are already developed and most times, they can not be widened because existing infrastructure is built to the right of way.

The proposed text amendment adds more restrictions to 14-403

Current

Streets with ROW less than 35’*
Only for residential dwellings
Exception for frontage on another street
Only for new construction

Proposed

Streets less than 25’ not including sidewalk*
All building regardless of use
No exception
Not specified (adding a unit could be within existing infrastructure)

*See Attachment E

14-403 is in direct conflict with the City’s comprehensive plan. Vacant lots, that meet the minimum required lot size, have the potential to add more dwelling units and create higher densities. Further restriction of these vacant lots is not in line with the comprehensive plan.

Sec. 14-403. Street access.

A building or structure, **intended for use as habitation**, may only be constructed or moved on a lot, ~~or a dwelling unit added to a lot~~, where one of the following is met.

~~(a) *Permanently paved and accepted streets or island streets.* The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:~~

- ~~1. For one or two family dwellings — 25’;~~
- ~~2. For all other buildings — 28’.~~

~~These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.~~

(a) Accepted city streets appearing on the official map of the city are exempt from this section of the land use code.

(b) *Unaccepted city streets to be upgraded in connection with development.* The owner or developer of the lot will do all of the following in connection with the development of that lot:

1. Upgrade the street between the lot and the nearest permanently paved and accepted City street **by paving the existing travel way or the minimum clear width measurement as described above, as determined by the Public Works Authority, and meeting** the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;

i. The widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.
Exception: The above guidelines may be

(c) *Other exceptions.* The building or structure is one of the following:

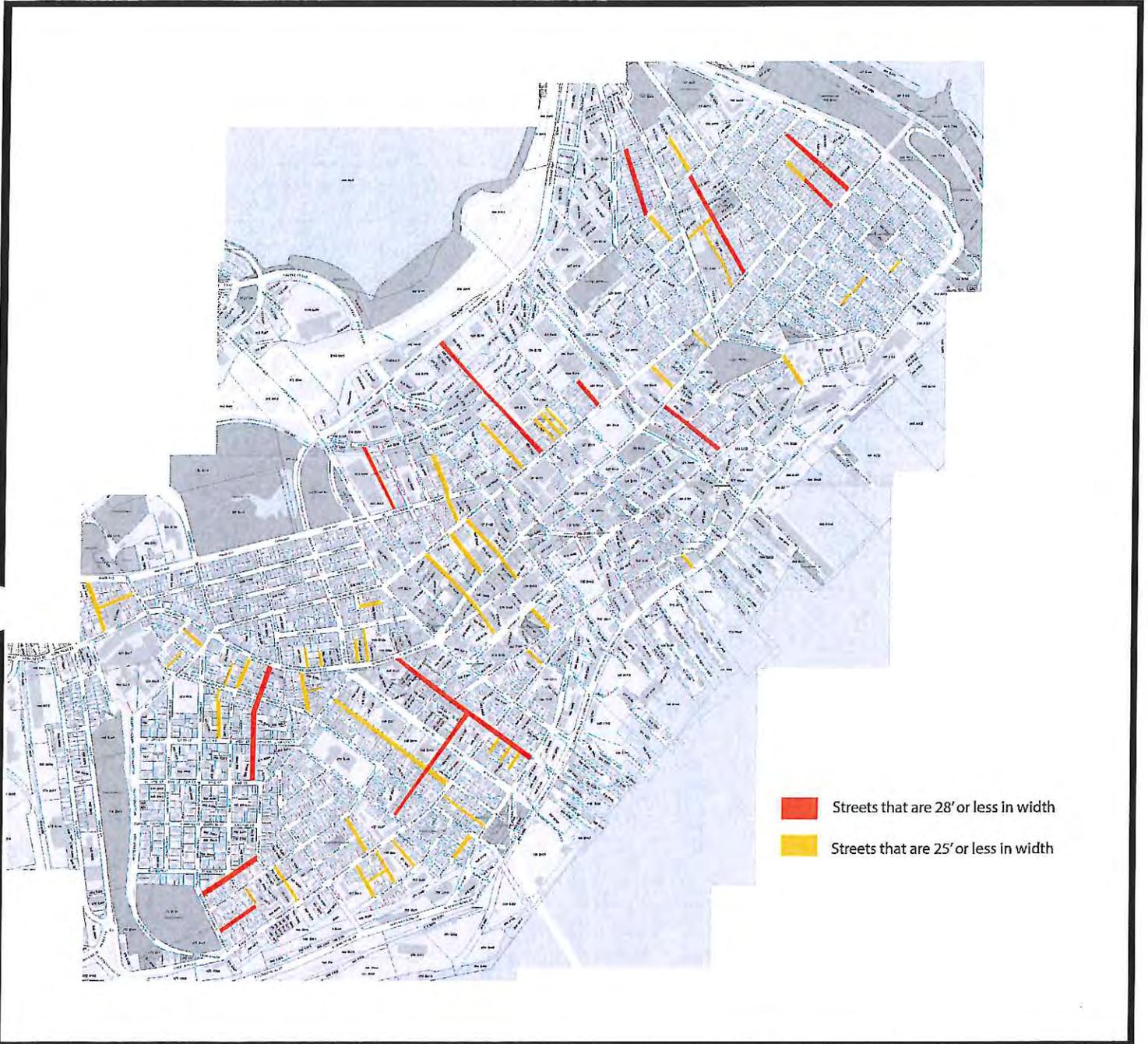
1. An accessory building; or
2. Part of a Planned Residential Unit Development.

street widths as measured from curb to curb

street name	street width (feet)		street name	street width (feet)
guilford court	10.3		bramhall place	21
horton place	11.7		myrtle street	21
chapel street	12.4		market street	21.1
russel street	12.5		summer street	21.4
joy place	13		alder street	22
tate street	13.8		forest street	22.3
throwbridge place	13.8		south street	23.1
fletcher street	14.7		winthrop street	23.1
maple street	15.3		may street	22.4
montgomery street	15.5		stetson court	22.5
marshall street	16		dow street	22.7
orange street	16		mountfort street	23.4
nye street	16.1		winter street	23.8
stone street	16.2		oak street	24.5
bond street	16.4		neal street	24.9
storer street	16.6		orchard street	25.5
stratton place	18.8		hampshire street	25.9
marion street	19.1		sheridan street	26.1
briggs street	19.4		howard street	26.2
romasco street	19.4		wilmot street	26.6
school street	19.6		clifford street	26.6
brown street	20.2		park street	26.8
locust street	20.8		emerson street	27.2
casco street	20.8		chestnut street	27.3
cedar street	20.9		carlton street	27.7
boynton street	20.9		gray street	27.9
			hammond street	27.9

There are 41 streets that are less than 25' in width

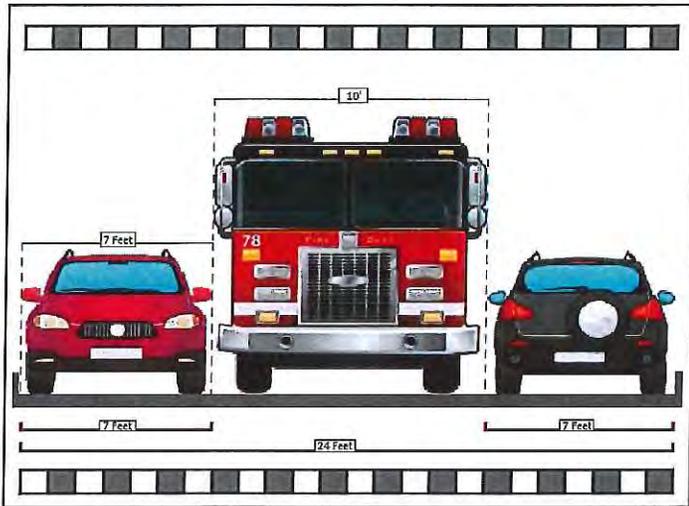
ATTACHMENT B



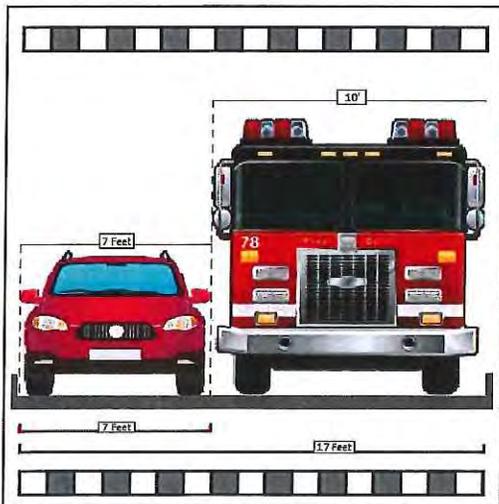
MAP OF THE PORTLAND PENNISULA

ATTACHMENT C

Fire and Life Safety-



Parking on both sides of the street



Parking on one side of the street



No parking on either side of the street

7 feet is the minimum width necessary for parallel parking space. The measurement was based on average vehicle widths and design standards for on-street (parallel) parking space in other municipalities, including the City of Chicago

ATTACHMENT D



72 Oak Street

Year Built: 2011
Use: 37 Units
Street Width: 24.5 feet

Parking on 2 sides =
clear width for fire truck 10.5 feet



22 Tate Street

Year Built: 2016
Use: 8 Condominiums
Street Width: 13.8 feet

No on street parking =
clear width for fire truck 13.8 feet



50 Myrtle Street

Year Built: 2014
Use: Single Family
Street Width: 21 feet

Parking on 1 side =
clear width for fire truck 14 feet



1 Joy Place

Year Built: Currently being reviewed for permit application
Proposed Use: 12 Condominiums
Street Width: 13 feet
Street Condition: Dirt Path

Fire truck access = ?



5 Briggs Street

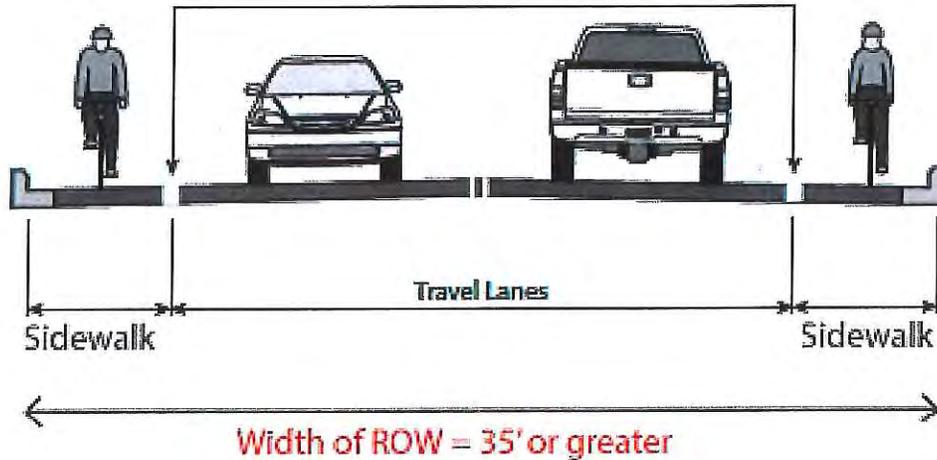
Year Built: 2016
Use: 3 units
Street Width: 19.4 feet

Parking on 1 side =
clear width for fire truck 12.4 feet

Current 14-403: "a street width less than 35"

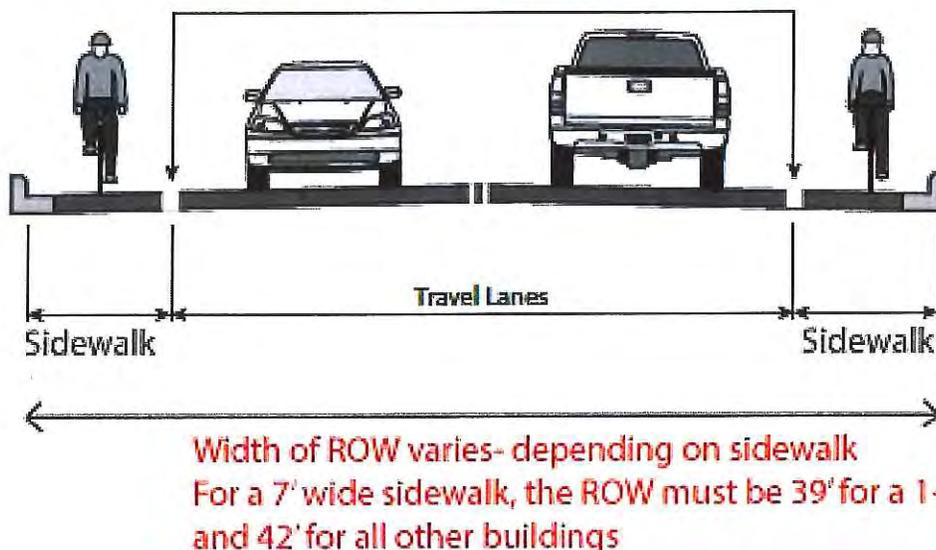
ATTACHMENT E

Street width varies- depending on sidewalk width
For a 7' wide sidewalk, the street width = 21'



Proposed 14-403: "minimum clear width as measured from the edge of the pavement, excluding sidewalks"

Street width = 25' or greater for 1 or 2 family
Street width = 28' for all other buildings



To: Planning Board
3/11/2018
From: Brent Adler
47/49 Chapel Street

RE: Planning Board workshop comments text amendment 14-403

I would like to thank the hard work of Corporation Council and Planning Staff for bringing this text amendment before the planning board. I am happy to see that the proposed text amendment seeks to simplify and clarify issues with the code. Unfortunately, the language in the proposed section will prevent development on small city adopted streets and will allow for discretionary decisions by the Fire Chief and Public Works Director.

Subsection (a) will remove small scale development opportunities on functioning legally non conforming streets that currently have existing public services. 72 Oak Street and 22 Tate Street have working street widths of less than 13'. These two projects were large scale and prove to be a success (72 Oak is a 37 unit apartment building and 22 Tate is a 8 Unit condominium building), approved by the planning board with the support of Public Works and the Fire Department. I would like to provide these as examples of how peninsula streets that are narrow can still be functioning contributing streets to our city that deserve special attention, not to be treated as non buildable streets unable to provide new housing stock as the city grows and we adopt a new comprehensive plan. Public Works has the ability to service narrow streets today the same way they have been servicing their residents over the past 100 years. We have tools available in zoning to allow safe housing on narrow streets that will not negatively contribute to maintenance already provided under Public Works. As a City that has grown around these smalls streets why are we considering abandoning the potential they present for development? We can ask the following questions to help ease the challenges a narrow street presents to emergency and public works vehicles.

Square footage restrictions on the proposed development limited to 1000 sq feet

A larger set back from neighboring buildings

Limiting the height of the building to single level

The proximity of a fire hydrant to the proposed dwelling

Can a narrower street allow for higher density if the building is sprinkled according to NFPA

Parking on both sides or none

One way or two way

The smallest fire engine currently used by the City and its working width, Engine 31?

Do current structures exist on the street and have City Services

I would propose the following as an exception to subsection (a)

No Street width minimum on City approved adopted streets on the peninsula

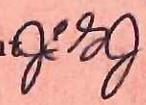
I am in support of having 14-403 amended but I am not in support of the proposed changes. I am the owner of 47/49 Chapel Street, a lot with 3,450 square footage. A buildable lot with water, sewer, gas, and electric. On a street that is plowed during the winter and maintained by the city. This street is less than a block from the City Hall and services 6 existing houses. My application for a small 500 square foot single family is currently on hold for review with the City. My permit is awaiting denial based on the current interpretation of 14-403. If the proposed changes go through, my paved width being 12.4' excluding sidewalks, will kick my application for review and approval to the Fire Chief and Public Works Director. If I do not have approval by these two departments my lot will become non-buildable. Meaning, for me, a regulatory taking. I am unable to pursue an appeal because of 14-473 in the land use code Section (c)4h. Please consider this text amendment an opportunity to allow small development on small streets and not an exclusionary effort for property owners and developers in my position.

For your information Joseph Gray Jr. Director of Planning and urban development on 10/31/84 has already defined unimproved streets. These streets identified on the peninsula should be the only streets considered under the proposed subsection (a) for non development. Please see attached

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Stephen T. Honey, City Manager
FROM: Joseph E. Gray, Jr., Dir., Planning & Urban Development
SUBJECT: Council Request for Material on Unaccepted Streets

DATE: 10/31/84



At the recent Council workshop on unaccepted streets, Council members asked that we prepare certain additional information for distribution to the Full Council. The material includes:

1) Building Permits

Sam Hoffses, Chief of Inspection Services, has reviewed our files and has determined that since January, 1981, 47 permits have been issued for housing on unaccepted streets. The Council should note that during 1984, 22 permits or almost half those issued, were during this year. This is an indication of the acceleration of development on these streets.

2) List of Unaccepted Streets/Neighborhood Breakdown

The Parks and Public Works Department has prepared a breakdown of unaccepted streets by neighborhoods. This list is enclosed.

3) Charts Used in Staff Presentation

At the request of the Council we have reduced to typing the charts used in staff presentation on unaccepted streets. There are four charts.

- A) Issues Chart
- B) Streets Glossary
- C) Lapsed/Abandoned Streets
- D) Unimproved Streets

"STREETS" GLOSSARY

DEDICATED: Offered to City as public street

ACCEPTED: Accepted by City as public street

LAPSED: Dedicated but not accepted within reasonable time (40+ years)

ABANDONED: Accepted but not maintained for 30 years (1946 - 1976)

IMPROVED: In actual existence (paved or unpaved)

UNIMPROVED: Not in actual existence ("paper")

DOWNTOWN

Garden Lane	U
Park Street Court	U
Scrutton Street	U
Tolman Place	U
Gulifford Court	U
Hall Court	U
High Street Court	U
Nye Street	U

Street

WEST END

Gilman Place	U
Houlton Street	U
Spring Street Place	U
Trowbridge Place	U
West Street Court	U

EAST END

Gilbert Lane
East Cove Street
Poplar Street
Green Street

U
S
V



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Section 14-403

Barbara Barhydt <bab@portlandmaine.gov>
To: "Munson, Jennifer" <jmy@portlandmaine.gov>

Mon, Mar 19, 2018 at 8:03 AM

Public comment

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

----- Forwarded message -----

From: **john mcgovern** <jtmcgovern1@gmail.com>
Date: Sat, Mar 17, 2018 at 9:30 PM
Subject: Section 14-403
To: bab@portlandmaine.gov

Hello Barbara.

My wife just brought to my attention that the city had a planned meeting on the thirteenth of March regarding changes to the city code section 14-403 on paper streets in the city of Portland. I am pleased to know that the meeting had been postponed due to inclement weather, as I would have missed it. As you know I have been working with the city on making the improvements to Hingham street, I am hoping the timing of this meeting will only have a positive effect on what I have been trying to accomplish on Hingham street. As you know we had a meeting at city hall with your self John Jennings David Brenerman myself and others. I had requested the meeting because of a paragraph in the city code that allows a resident of the city of Portland with a lot of record and being part of a subdivision recorded in the registry deeds, the allows them to petition the city to bare part of the cost of bringing the road up to the standards of the city of Portland. Although the meeting did not resolve the issue of who should bare the expense of these roads I moved forward on my own to make the improvements at my expense. At this point I have invested over nine thousand dollars of my own money in engineering cost and application fees and I am still waiting for the review process to be complete. In closing I would like to say that the city has a enormous untapped revenue of property tax resources by not working with city residents to improve these streets. If the city of Portland wants to be know as progressive pioneer in moving into the twenty first century it is time to be more aggressive in allowing the development of this untapped revenue stream. I do not think it is unreasonable for the city to take on some of the cost burden of these projects. I am strongly against any changes to 14-403 that would have a negative impact on future development of these valuable pieces of property.

Respectfully,

John McGovern

Sent from my iPad

Fwd: Section 14-403

Barbara Barhydt <bab@portlandmaine.gov>
To: "Munson, Jennifer" <jmy@portlandmaine.gov>

Tue, Mar 27, 2018 at 7:57 PM

public comment for 14-403.
Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

----- Forwarded message -----

From: **john mcgovern** <jtmcgovern1@gmail.com>
Date: Tue, Mar 27, 2018 at 7:47 PM
Subject: Re: Section 14-403
To: Barbara Barhydt <bab@portlandmaine.gov>

Hello Barbara.

After careful thought for the amendment allowing street minimum width to be narrowed to 25' for certain streets I have to oppose . It is my understanding from the public works department that the minimum finished street width is twenty eight feet no exceptions.

Allowing for some streets to be twenty five feet wide and yet forcing others to be twenty eight feet wide would put undo hardship on those that bear the extra expense.

Any change to the code in 14-403 should apply to all streets within the city regardless of there status. We need to set a minimum guideline and enforce the code as set forth.

Respectfully .

John McGovern

Thank you.

Sent from my iPad

On Mar 19, 2018, at 11:20 AM, john mcgovern <jtmcgovern1@gmail.com> wrote:

Thank you, Barbara.

John

Sent from my iPhone

On Mar 19, 2018, at 8:07 AM, Barbara Barhydt <bab@portlandmaine.gov> wrote:

Hello Mr. McGovern:

I am including you e-mail as public comment for the Board. Here is the link to the City's website where the memo for the Board is located. http://www.portlandmaine.gov/AgendaCenter/ViewFile/Agenda/_03222018-2356?html=true

This is a workshop agenda item and that meeting starts at 4:30. This is the second agenda item, but we may need to move this forward to be the first item.

Thank you for your comments.

Barbara

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

On Sat, Mar 17, 2018 at 9:30 PM, john mcgovern <jtmcgovern1@gmail.com> wrote:

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My wife just brought to my attention that the city had a planned meeting on the thirteenth of March regarding changes to the city code section 14-403 on paper streets in the city of Portland. I am pleased to know that the meeting had been postponed do to inclement weather , as I would have missed it. As you know I have been working with the city on making the improvements to Hingham street , I am hoping the timing of this meeting will only have a positive effect on what I have been trying to accomplish on Hingham street. As you know we had a meeting at city hall with your self John Jennings David Brenerman myself and others. I had requested the meeting because of a paragraph in the city code that allows a resident of the city of Portland with a lot of record and being part of a subdivision recorded in the registry deeds , the allows them to petition the city to bare part of the cost of bringing the road up to the standards of the city of Portland. Although the meeting did not resolve the issue of who should bare the expense of these roads I moved forward on my own to make the improvements at my expense. At this point I have invested over nine thousand dollars of my own money in engineering cost and application fees and I am still waiting for the review process to be complete. In closing I would like to say that the city has a enormous untapped revenue of property tax resources by not working with city residents to improve these streets. If the city of Portland wants to be know as progressive pioneer in moving into the twenty first century it is time to be more aggressive in allowing the development of this untapped revenue stream. I do not think it is unreasonable for the city to take on some of the cost burden of these projects. I am strongly against any changes to 14-403 that would have a negative impact on future development of these valuable pieces of property.

Respectfully ,

John McGovern

Sent from my iPad

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Google Groups

Planning Board Meeting- 5/8- Text amendment 14-403

Liv Chase <livchase@yahoo.com>

May 3, 2018 5:32 PM

Posted in group: **Planning Board**

Dear Planning Board Members and Planning Staff,

Please see the attached comments for the Planning Board Meeting for May 8th, 2018 in regards to the text amendment for 14-403.

Regards,

Liv Chase

livchase@yahoo.com

207-522-4345

Dear Planning Staff,

I attended the Planning Board Workshop on March 22, 2018. At the workshop there was much discussion over the street width. The current re-write of 14-403 determines a street width as measured from curb to curb. This street width is not clearly defined to reflect a clear width. The clear width is the only factor when determining if a fire truck or ambulance can pass.

Interim Fire Chief Keith Gautreau spoke at the Planning Board Workshop and in his professional opinion, he determined that a width of 25' from curb to curb was wide enough regardless of parked cars on either side.

Parked cars can range in width, with the largest parked car 8.5 feet wide. Most vehicles are approximately 7 feet in width and this is the number that is most commonly used. A standard fire truck is just under 10' wide.

- 1) If fire and life safety are the reasons behind the clarification of 14-403, doesn't it make sense to clearly define the clear width in relationship to parked cars on the street? (the proposed added text does this- see attachment A and B)
- 2) Can planning staff and/or Mr. Gautreau explain how a street with width of 25' curb to curb that has parking on both sides, is more safe than a street that has a width of 11' with no parking on either side?

Thank you for your time.

Regards,

Liv Chase

ATTACHMENT A

Sec. 14-403. Street access.

A building or structure may only be constructed or moved on a lot, or a dwelling unit added to a lot, where one of the following is met.

(a) Permanently paved and accepted streets or island streets. The lot has the minimum required frontage on either (i) a permanently paved and accepted City street that meets the minimum clear paved width, measured from the edge of the pavement, excluding sidewalks, or (ii) on an existing street on an island in Casco Bay that meets the minimum clear built width, measured from the edges of the built street. The minimum clear width shall be as follows:

1. For one- or two-family dwellings – 25' for streets with parking on both sides;
18' for streets with parking on one side
11' for streets with no parking on either side
2. For all other buildings – 28' for streets with parking on both sides
21' for streets with parking on one side
14' for streets with no parking on either side

These widths may be reduced with the written approval of the Fire Chief, and the Public Works Director where, in their shared and final determination, the ability to provide City services will not be unreasonably impaired.

(b) Streets to be upgraded in connection with development. The owner or developer of the lot will do all of the following in connection with the development of that lot:

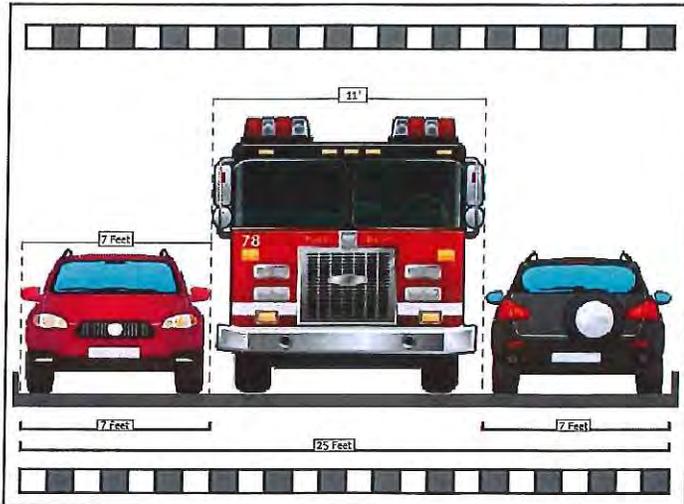
1. Upgrade the street, between the lot and the nearest permanently paved and accepted City street, to meet the standards adopted elsewhere in this Code, including those adopted by the public works authority and the planning authority pursuant to this Code;
2. Take all necessary steps under Chapter 25, Article III, of this Code to dedicate the upgraded portion of the street to the City for acceptance, including a waiver of any claim for damages resulting from the acceptance; and
3. Obtain site plan approval for the work required under this subsection.

(c) Other exceptions. The building or structure is one of the following:

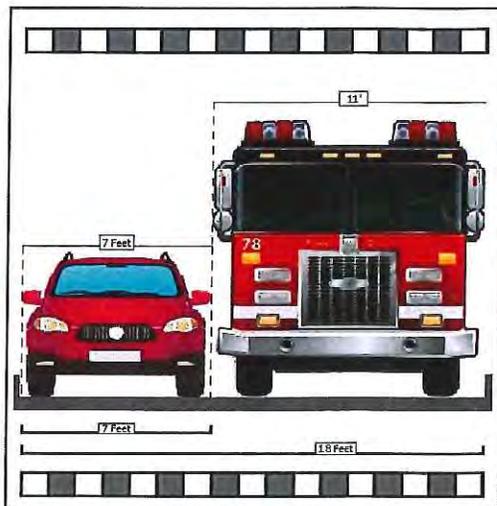
1. An accessory building; or
2. Part of a Planned Residential Unit Development.

ATTACHMENT B

Fire and Life Safety-



Parking on both sides of the street



Parking on one side of the street



No parking on either side of the street

7 feet is the minimum width necessary for parallel parking space. The measurement was based on average vehicle widths and design standards for on-street (parallel) parking space in other municipalities, including the City of Chicago. 9.9 feet is the width of most standard fire trucks.

Planning Board Meeting Public Comment May 8th 2018

Text Amendment 14-403

Comments regarding **Section A** of this text amendment

Hello my name is Brent Adler, 47/49 Chapel Street. I attended the workshop meeting on March 22nd 2018.

I would like to thank staff for taking the time to improve this section of the land use code. I hope my comments and questions will help in determining that there is no need for Section A of this text amendment.

For your information Boston MA has a population of 687,584 people. Portland has a population of 67,067. I spoke with Michael Rooney of the Boston City Planning department and according to him there is no Code in the City of Boston that restricts the addition or development of any unit on a street that is narrow. Instead, the issue of safety is addressed by zoning ordinances that would allow for a deeper set back of a new building for better access of emergency vehicles. Boston has narrow streets like Portland and is a City in the United States.

Boston Fire department has the same fire truck as engine 31 of the Munjoy Hill Station, a Pierce Enforcer 1250/750. Training for the fire department to work on small accepted paved streets should be the solution to service urban infill and development on small accepted City streets, this would be a worthwhile investment for the future.

According to the discussion at the workshop on March 22 the amendment language clarifies our 35' ROW and adds individualized review on a case by case basis by experts in DPW and Fire for any submission of a unit or development on a street less than 25'. Adding units, whether its one 400 square foot or a 30 unit apartment building adds risk and stress onto emergency vehicles and Staff. It was also determined that City accepted streets are the responsibility of the City to maintain.

Up until now we favored the interpretation of 14-403 that the 35' rule did not apply to accepted City streets. I have given many examples, here are a couple more.

9 Romasco Lane- Planning board approved 4 unit in 2015 with a recent permit extension
Joy Place on the west end- condominium project approved in April 2018

It would be important to know how many permits have been denied based on 14-403 for City accepted Streets, this information would help to determine the current interpretation. Moving forward under the amendment we have clearly defined the paved width creating a moratorium

on streets less than 25' and slowing urban infill and housing stock in the City. Blacklisting these streets as we develop the 2030 plan.

During the workshop, Chris Branch stated that accepted City streets are the responsibility of the City unlike unimproved non accepted City Street. How will DPW review an exception for a permit on a street less than 25'? Will he be basing his decision on the condition of the street, and if so wouldn't this be the responsibility of the City and not a condition of issuing an exception?

During the workshop Chief Gautreau stated that a fire trucks width is roughly 10' wide but would need 16' for the outriggers on a ladder truck. Does the fire department use a ladder truck on every call, and if not, what is the working room around a smaller pump truck used for single level access?

If we are going to leave these decision to the experts as Ms Torregrossa stated, why are we not giving them tools to make the decisions with. We have tools for staff during site plan and zoning review. Can we not make this more transparent and in the amendment start to clearly define what an exception would be? Let me give you an example of how my denial letter will read based on the current language of the amendment. My permit for Chapel street is ready for the expert review of the fire department and DPW. It has passed site plan review, design review, code review and zoning. This is what im expecting back from the DPW and the Fire chief when the amendment before you passes

Dear Mr Adler,

Thank you for your request for an exception of 14-403 section A. Unfortunately at this time we do not have the equipment, training, or resources to tend to emergencies at your proposed single family dwelling. This lot is serving the City just fine as a vacant non buildable lot.

*Sincerely
DPW and Fire Chief*

Ms Torregrossa stated that for each 2 bedroom unit there is up to 4 occupants that are added. And each one of these occupants add risk to the equation for emergency vehicles. Under this logic, in the India Street neighborhood where in a 2 block radius over the past 5 years over 200 2-3 bedroom units have been added, increasing the City occupants load at least 1000 people we should carefully consider if our current emergency response is satisfactory for all these new individuals. At what point will a new fire station be needed under the current logic of risk assessment? I do not see the risk on small City approved streets if the occupancy is managed, we know the stock and paved width of all our adopted streets here on the peninsula, this can be gathered through GIS. Why not take the smallest street, drive a fire truck down it and run a drill? I do not see the need to individualize review on small scale development. Can we not work

from the problem and see if it's possible to service the small streets first rather than declaring 25' as the minimum. I am more optimistic about the abilities of our public services than declaring that it's impossible to drive down and put out a fire on a narrow street. There are rural roads in northern Maine that pose more of a problem than an urban City that is littered with Sprinkler Systems, building codes, Fire Hydrants and many fire stations. Can we not get some facts about our current equipment, how long are hoses, how many firefighters does it take to respond and extinguish a 400 square foot residential house that is sprinkled?

Finally, if it is the opinion of staff that its too risky to add occupants and services to city approved streets than there should be no reason why we cant add an exception for structures that do not require these level of services. I'm thinking structures such as garages, storage areas, green houses and beehives. Neither of which would need DPW. Thank you for your time.

Brent Adler

Fwd: Public Comments for Tonight's Planning Comment Session on 14-403

Barbara Barhydt <bab@portlandmaine.gov>
To: "Munson, Jennifer" <jmy@portlandmaine.gov>

Thu, May 10, 2018 at 8:49 AM

public comment for Section 14-403
Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

----- Forwarded message -----

From: **Matt Power** <power.matt@yahoo.com>
Date: Tue, May 8, 2018 at 5:57 PM
Subject: Public Comments for Tonight's Planning Comment Session on 14-403
To: Barbara Barhydt <bab@portlandmaine.gov>, Kim Cook <kcook@portlandmaine.gov>

Good Afternoon,

I'm planning to attend the Planning Board public comment session tonight and present my notes below, but I thought it might be very helpful to include them online, so that people can use the live links to review documents and facts associated with it.

Thank you

Matt Power
Portland
207-619-2713
power.matt@yahoo.com

[Comment Follows]

Esteemed Councilors, Good Evening,

Over the past week, I've been doing my homework, researching some of the questions raised about the proposed text amendment to Section 14-403. I hope the information below is helpful in looking at this amendment from a more nuanced perspective that might encourage more, rather than less, housing development, based on sound economic analysis--if the conditions are right.

As a template to look more closely at the issue of Unaccepted Streets, I selected District 5. It's the section of Portland that seems to have the greatest concentration of unaccepted streets. By combining Google Maps data with Information from the **2017 Transportation and Sustainability Committee** (<https://www.portlandmaine.gov/586/Sustainability-Transportation-Committee>) and GIS data, I was able to generate a visual representation of all of the unaccepted streets in that district. Here's what the color-coded map reveals.

300 Empty Lots. There are about 300 empty parcels on these streets (icons may represent multiple parcels). Certainly not all of these parcels are buildable, but many are.

Existing Homes. All of these parcels are located on streets that already include other, existing homes.

Streets with no homes on them are not included on the map. Nor are narrow or short streets unlikely to be built upon.

Infrastructure—Already in Place. Most of these properties appear to benefit from multiple levels of City maintenance and infrastructure. Public Works will need to confirm for each street.

Fire Truck Access—Weight Litmus Test. If trash service is provided to an unaccepted road, we know the road—whether paved or packed gravel—can support a 25-ton loaded garbage truck. A loaded Fire Truck typically weighs a similar amount— 30 tons, fully loaded with water. <http://www.dot.state.pa.us/public/pdf/InfoBridge/Approximate%20vehicle%20weights.pdf>

The Economic Arguments For and Against Allowing More Housing Development on Unaccepted Streets in Portland

1. **PRO: Ready Made Infrastructure.** Building on open and empty parcels would have minimal costs with regard to city infrastructure, beyond the initial hookup of sewers and water, which could be borne by the owner. Most of the streets, we believe, are already maintained and serviced.

2. **CAVEAT: School Enrollment Must Be Below Capacity.** According to a Massachusetts Study from UMASS Dartmouth 2 years ago (https://www.mhp.net/writable/resources/documents/Cost_Benefit_new_housing_3-15-16.pdf), the one factor that makes the difference in a district's ability to generate enough more revenue from new housing than the additional cost of educating new pupils was the *existing enrollment capacity of the local school*.

Mass. spends \$14,000 per student, about the same as Portland. They looked at the net economic costs and benefits of new residential development. Schools were inevitably the biggest concern at the local level. Research looked at 6 school districts. In half of the districts, new mixed use housing had a **net positive** on the City's bottom line. The other three districts fell into the red economically.

So what happened? The latter three schools were at or past enrollment capacity. That's the deal breaker. However....

3. **PRO: Empty Classroom Seats Put New Housing in the Black.** Researchers found that “The effect of school enrollment on district expenditures had a *statistically significant dependence* on whether or not the school district was operating at or above its enrollment capacity (pvalue= 0.02). In schools with available pupil capacity (i.e. no need to build a new school), new students only cost 61 percent as much per year. That's enough to tip the scales so that new housing contributes more to local fees, taxes, impact fees, and so on than it withdraws.

Suggested Case Study: Riverton Elementary School and District 5

Before making 14-403 more restrictive toward new housing, as the current text amendment suggests, I urge the Board to look closely at just one District. In the light of the research I have linked to above, why not consider the positive implication of bringing hundreds of new families into the area, especially if schools are projected to continue losing students?

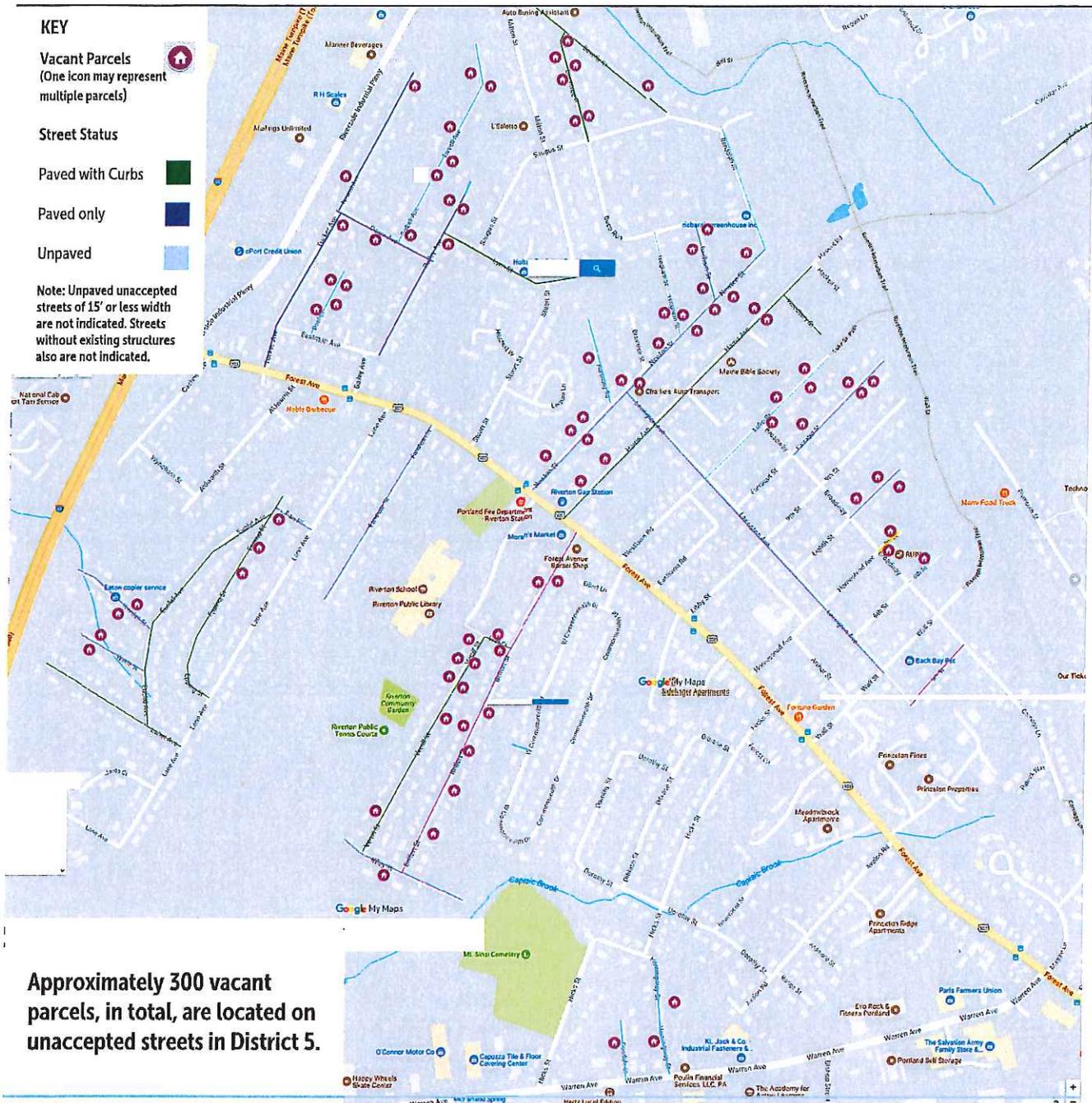
I have requested the enrollment history and forecast for Riverton Elementary School in Portland. I will forward it as an addendum to this comment when I get the response. I frankly don't know if the enrollment numbers support my case at this time. From what I can gather from recent news reports, most Portland elementary schools are losing enrollment—other than Reiche. Charter schools are draining away students (<http://www.wmtw.com/article/maine-public-school-enrollment-on-the-decline/9641783>), It seems likely that the City will see an increasing number of empty seats in schools such as Riverton, without new housing options. This means no new facilities will need to be built, and new students can be added at much lower annual cost.

A Future Pathways To Housing Growth. Finally, If schools are at capacity, there's one other way to make local new housing work, with changes to state policy. **The State Needs to Pay Its Fair Share.** The same Massachusetts new housing study notes that the State receives a huge economic boost from new housing, but often doesn't share that bounty with towns in a way that helps schools. Simply by giving back 8 percent of what they make, they could tip the balance into the black for development and away from local property taxes.



Vacant Parcels on Unaccepted Streets in District 5, Portland

Data From May 7, 2018--From Google Maps and 2017 Transportation and Sustainability Committee Results



This map is available as an interactive Google Map that can easily be amended and updated. Data that is not yet embedded, but could be, is whether or not each street is maintained by Portland Public Works--in the way of trash and recycling service, sewer and water. All of these streets appear to have electrical service and snowplowing service.

Order 249-17/18
Tab 33 - 6-4-18
Tab 23 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT OF PORTLAND CITY CODE CHAPTER 25.
STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES
ARTICLE VIII. REMOVAL OF SNOW AND ICE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE, IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 25, Article VII, Removal of Snow and Ice. Sections 25-172 to 25-175, 25-177.5 to 25-178, and 25-180 of the Portland City Code are hereby amended to read:*

Sec. 25172. Definitions.

For the purposes of this article, the following words shall have the meanings set forth below:

...

Residential property owner shall mean the owner of property that contains a building with 1 to 4 residential dwelling units or a vacant lot that is in an R-zone.

Repeat Offender means any Residential Property owner or Commercial Property owner that shall receive three (3) or more Charges per snow season.

Sidewalk means the entire paved surface, intended primarily for use by pedestrians, between the boundaries of a street's public rightofway and the curb, including any curb ramps and the area that crosses a driveway.

Street means all public ways or easements and includes courts, lanes, alleys or squares.

Snow season shall mean the period beginning November 1 and ending April 30 of the following year.

Sec. 25173. Snow and ice to be removed from sidewalks.

(a) *Commercial property* - the following provisions apply to commercial property owners and commercial property:

(1) Commercial property owners, or the manager or any person having responsibility for any commercial building or lot of land which abuts any street where there is a sidewalk shall remove snow from the sidewalk in such a manner as to clear a path four (4) feet wide within twelve (12) hours after snow has ceased to fall and shall thereafter keep the sidewalk clear of snow from that storm including snow placed on the sidewalk as a result of subsequent snow removed by the city from the adjacent street. Property owners whose property abuts a sidewalk containing a curb cut and/or leading to an intersection shall clear a path four (4) feet wide through the curb cut or to be the curb at the intersection, giving access to the street and abutting ADA ramps.

(2) Whenever the sidewalk or any part thereof adjoining any building or lot of land on any street shall be encumbered with ice for six (6) hour or more during the daytime, it shall be the duty of the commercial property owners and any person having the responsibility for such building or lot to cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or some other suitable substance and reapply as needed.

(3) Either the ~~D~~irector of ~~P~~ublic ~~W~~orks, or the ~~head of the building inspections division~~ Director of the Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow or removal or covering of ice which exists in violation of the provisions of subsections (1) and (2) above. If the city removes the snow or ice which exists in violation of subsections (1) and (2) above, or arranges for its removal, a commercial property owner shall also be charged the cost of removal of the snow or ice, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. For the purposes of this Article, the record owner of each such abutting property shall be

the owner of record as of April 1st of that year as designated in the office of the city tax assessor.

- (4) In addition to any cost of removal charged under subsection (3) above, penalties shall accrue for violations of subsections (1) and (2). The penalty for a ~~first~~ offense shall be two hundred fifty dollars (\$250.00). The penalty for a second offense in the same winter season shall be five hundred dollars (\$500.00). The penalty for any subsequent offense in the same winter season shall be one thousand dollars (\$1,000.00). ~~If the city removes the snow or ice or arranges for its removal, a commercial property owner shall also be charged the cost of removal of the snow or ice, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. The record owner of each such abutting property shall be the owner of record as of April 1* of that year as designated in the office of the city tax assessor.~~

(b) Residential property owner - the following provisions apply to residential property owners and their properties:

- (1) Residential property owners, or the manager or any person having the responsibility for any residential property building or lot of land which abuts a street where there is a sidewalk shall remove snow from the sidewalk in such a manner as to clear a path four (4) feet wide within ~~twenty-four~~eighteen (2418) hours after snow has ceased to fall or within ~~twenty-four~~eighteen (2418) hours after the city conducts its last snow clearing for that storm on the adjacent street, whichever is later. In cases where a sidewalk is less than four (4) feet wide, the entire sidewalk shall be cleared. Property owners whose property abuts a sidewalk containing a curb cut and/or leading to an intersection shall clear a path four (4) feet wide through the curb cut or to the curb at the intersection, giving access to the street and abutting ADA ramps.
- (2) Whenever the sidewalk or any part thereof adjoining any building or lot of land on any street shall be encumbered with ice for ~~twenty-four~~eighteen (2418)

hours or more, it shall be the duty of the residential property owner and any person having the responsibility for such building or lot to cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or some other suitable substance and reapply as needed, so that the sidewalk is suitable for pedestrian use, to a width of four (4) feet. In cases where a sidewalk is less than four (4) feet wide, ice on the entire sidewalk shall be cleared or covered.

(3) Either the ~~Director~~ of the Public Works Department, or the ~~head Director~~ of the ~~building inspections division~~ Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow or removal or covering of ice which exists in violation of the provisions of subsections (1) and (2) above. If the City removes snow or ice which exists in violation of the provisions of subsections (1) or (2) above or arranges for its removal, such owner shall be responsible for the cost of removal of the snow or ice plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. For the purposes of this Article, the record owner of each such abutting property shall be the owner of record as of April 1st of that year as designated in the office of the City Tax Assessor.

~~(34)~~ In addition to any cost of removal charged under subsection (3) above, penalties shall accrue for violations of subsections (1) and (2). The penalty for a ~~second-first~~ offense shall be ~~fifty-seventy-five~~ dollars (\$~~7550~~.00). The penalty for a ~~third-second~~ offense in the same winter season shall be one hundred and twenty-five dollars (\$~~12500~~.00). The penalty for any subsequent offense in the same winter season shall be two hundred and fifty dollars (\$~~2500~~.00). ~~If the city removes the snow or ice or arranges for its removal such owner shall also be charged the cost of removal of the snow or ice plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. The record owner of each such~~

~~abutting property shall be the owner of record as of April 1st of that year as designated in the office of the city tax assessor.~~

Sec. 25174 Snow or ice threatening use of streets or sidewalks.

(a) *Commercial property* - the following provisions apply to commercial property owners and commercial property:

- (1) When an accumulation of snow or ice on a building poses the threat of falling onto streets or sidewalks, it shall be the duty of the commercial property owner to remove such accumulations in order to make a passage along the streets and sidewalks safe and convenient.
- (2) Such removal shall begin either: (i) whenever a threatening condition occurs; or (ii) within four (4) hours after the head of building inspections or his or her designee has verbally or in writing notified the owner of the condition and ordered the owner to remove such accumulations, whichever occurs first. Whenever snow or ice accumulates in such a manner as to hang over a street or sidewalk, such a condition shall constitute prima facie evidence that the condition is a threatening condition. A determination by the building inspector or his or her designee that an accumulation of snow or ice is a threatening condition shall be conclusive and not subject to challenge or appeal until after the building owner has removed the snow or ice. Notice shall be given to the owner or to an owner's agent who has maintenance responsibility for such building.
- (3) The ~~director of the building inspections division~~Director of the Permitting and Inspections Department or his or her designee may arrange for the removal of snow and ice accumulations which exist in violation of subsection (2) above.

...

Sec. 25175. Regulations relating to snow storage and removal from specified areas.

(a) When snow is to be plowed or removed from privately owned or operated expansive parking, storage or other open

areas, such as, but not limited to, filling stations, parking lots, used car lots, hospitals and truck terminals, no such snow shall be placed within the area reserved for sidewalk or street purposes. All snow plowed or removed from such areas shall either be stored within the boundaries of the premises for which it is plowed or removed or hauled to the city snow dump or other location suitable to the public works authority.

(b) Either the ~~D~~irector of ~~p~~ublic ~~w~~orks, or the ~~head of the building inspections division~~Director of the Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow which exists in violation of the provisions of subsection (a) above.

(c) The penalty for an offense shall be two hundred fifty dollars (\$250.00), plus attorney's fees and costs. When the ~~C~~ity removes or arranges for the removal of snow or ice accumulations the owner shall also be charged the costs of removal, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the building as soon as practicable after the charges have been incurred. The record owner of each such building shall be deemed to be the owner as of April 1st that year as designated in the office of the city tax assessor.

...

Sec. 25-177.5. Rules and regulations.

(a) Prior to October 1, 2012, the public works authority shall establish rules and regulations governing exceptions to the requirement for residential property owners to clear the sidewalk abutting their property under 25-173(b)(1). Such exceptions shall take into account pedestrian safety, the city's priority snow removal areas, and whether the property is on a street where sidewalks are to be plowed by the city on at least one side.

(b) No less than 7 days before promulgating any rules or regulations under paragraph (a) above, the public works authority shall notify the public through notice to the media, posting on the city website, ~~F~~acebook and other available electronic media, that the public works authority will be promulgating such rules, that a copy of the proposed rules or amendments may be obtained at the public works authority office and on the city website, and that a public hearing will be held at a specified date, time and place. A copy of the rules shall

be placed upon the city council agenda as a communication after such public hearing. The rules will take effect within 15 days after being placed on the council agenda, unless disapproved or amended by the city council.

(c) The director shall review any rules promulgated under paragraph (a) annually and shall ensure that the city council and the public are notified of the rules through the media, website, Facebook and e-mail lists prior to November 1 of each year. Any amendments to such rules shall be promulgated in the same manner as provided in paragraph (b) above by October 1 of such year.

Sec. 25178. Enforcement.

(a) This article shall be enforced by the ~~Public Works~~ Director of ~~Public Works~~, or the ~~head of the building inspections division~~ Director of the Permitting and Inspections Department or their respective designees.

~~(b) A written warning shall be given for each violation except that no warning is required for a violation of section 25-174. Such warning must inform the property owner or the resident manager or person having the responsibility for the removal of snow or ice or the covering of ice that the city has the authority to remove the snow or ice or cover the ice twenty-four (24) hours after the time that the warning is given for a violation and bill the property owner the costs for such service plus a ten (10%) percent charge for administration. A written warning posted on the property containing the required information shall be sufficient to meet the requirements of this section.~~

~~Such written warning shall include contact information whereby the property owner may appeal the warning to the director of public works on the basis that the property owner is unable to remove the snow or ice due to its weight, composition or height. The director shall make a determination as to such appeal prior to any further enforcement action. The director's determination shall be final.~~

(~~e~~b) The city manager, or his or her designee, may declare a delay of enforcement of this article. Such a declaration shall be for the purpose of giving property owners additional time to clear their sidewalks of snow or ice which has accumulated, or for other good cause state in the declaration. Any such declaration shall be reduced to writing as soon as

practicable thereafter, stating the reasons therefore. Such declaration shall be communicated to such representatives of the communications media as the city manager may direct.

...

Sec. 25-180. Appeals Reserved.

(a) Procedure. An appeal to the City Manager may be taken by a person in receipt of a notice of violation of this Article within ten (10) days of the mailing of notice of the violation or receipt of written notice of the violation, whichever occurs first. The appeal shall be in writing and shall state the basis for appeal. The City Manager shall designate himself/herself or any agent or employee to act as hearing officer in the appeal. The hearing officer shall provide such person with the opportunity to be heard and to demonstrate why the decision is in error.

(b) Notice of hearing. Notice of the hearing shall be given by regular United States mail at least seven (7) days in advance of the hearing date.

(c) Action by hearing officer. The hearing officer may affirm, modify or vacate the decision of the Public Works authority. The written decision of the hearing officer shall be issued to the appellant. Any person aggrieved by a decision of the hearing officer may obtain review available by law in the superior court in accordance with the Maine Rules of Civil Procedure 80B.

BE IT FURTHER ORDERED, that this amendment shall be effective on
July 1, 2018.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English

FROM: Troy Moon, Sustainability Coordinator

DATE: May 21, 2018

SUBJECT: Amendments to Chapter 25, Winter Snow Removal Ordinance

SPONSOR: Councilor Thibodeau, Chair, Sustainability and Transportation Committee
(The Committee voted on April 23 to advance the ordinance, 3-0)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading Final Action

Can action be taken at a later date: Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. ONE SENTENCE SUMMARY:

The proposed amendments enhance the ability of City staff to enforce the removal of snow and ice from public ways by clearly defining the responsibilities of private property owners to remove snow and ice from public ways and by increasing penalties for non-compliance.

II. AGENDA DESCRIPTION

The proposed amendments enhance the ability of City staff to enforce provisions of City Code that require the owners of property abutting sidewalks and ADA ramps to make them safe for pedestrian use by clearing accumulations of snow and ice. The specifically define the responsibilities of commercial property owners to create and maintain passage 4 feet wide within 12 hours after snow ceases to fall. Residential property owners must create and maintain passage 4 feet wide 18 hours after City snow clear efforts end. The ordinance contains escalating penalties for non-compliance that reach \$1000 for commercial property owners and \$250 for residential property owners. Any property owner who commits three offenses in one winter season may be declared a repeat offender and the City may act to remove snow immediately after snow has ceased to fall and to recover costs from the property owner.

III. BACKGROUND

During the winter months City crews are responsible for clearing sidewalks in the downtown area and on designated school walking routes. The safe passage of pedestrians on other sidewalks results from efforts by property owners of abutting properties maintain safe passage after snow removal efforts by the City cease. During the past several years City staff have found that they need additional authority to encourage compliance, particularly in the instance of commercial properties who may plow snow from parking lots onto sidewalks or fail to remove snow banks that interfere with pedestrian access to the walks. Increased penalties for non-compliance as well as the proposed repeat offender provision should provide this. To further increase the safety of pedestrians staff has recommended that property owners be required to remove snow and ice more quickly than in the past. In these amendments residential property owners will be required to remove snow and ice from sidewalks abutting their property 18 hours after City street plowing efforts cease, which is reduced from 24 hours.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Enhancing the ability of staff to enforce the snow and ice removal ordinance should increase the safety of pedestrians.

V. FINANCIAL IMPACT

We anticipate minimal financial impact. The ordinance contains provisions to recover costs in instances where the City must remove snow and ice from private property. New provisions create escalating penalties for individuals or businesses who repeatedly fail to remove snow and ice from the walkways adjacent to their properties. However, the goal of the City is to gain voluntary compliance with the ordinance and it is difficult to predict how the amount of money that will be generated from penalties for non-compliance.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

VII. RECOMMENDATION

Staff recommends passage of the amendments.

VIII. LIST ATTACHMENTS

Draft ordinance as recommended by the Sustainability and Transportation Committee

Prepared by: Troy Moon, Sustainability Coordinator

Date: May 21, 2018

*Order 261-17/18
Tab 24 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING 2018 ANNUAL REPORT AND 2019 BUDGET PLAN
OF THE PORTLAND PUBLIC ART COMMITTEE**

ORDERED, that the 2018 Annual Report and 2019 Budget Plan of the Portland Public Art Committee, attached hereto as Attachment A, is hereby accepted.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Mona Bector, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Caitlin Cameron, Urban Designer, Planning and Urban Development

DATE: June 1, 2018

SUBJECT: **Order Accepting** the Portland Public Art Committee FY18 Annual Report and FY19 Budget Plan

SPONSOR: Julia Kirby, Chair, Portland Public Art Committee

At its monthly meeting on May 16, 2018, the Portland Public Art Committee voted unanimously [6-0] to recommend the FY18 Annual Report and FY19 Budget Plan to the Portland City Council.

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading N/A Final Action June 18, 2018

Can action be taken at a later date: X Yes No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)
Julia Kirby, Chair of the Portland Public Art Committee and Caitlin Cameron, Planning and Urban Development (if necessary) – 5-10 minutes total

I. ONE SENTENCE SUMMARY

The Portland Public Art Committee submits the recommended FY18 Annual Report and FY19 Budget Plan for consideration and adoption by the City Council.

II. AGENDA DESCRIPTION

Order accepting the FY18 Annual Report and FY19 Budget Plan recommended by the Portland Public Art Committee.

III. BACKGROUND

The Portland Public Art Ordinance requires the Portland Public Art Committee to make an Annual Report to the Council to present an Annual Public Art Plan with proposed budget for the Council's consideration.

III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Present the FY18 Annual Public Art Report and FY19 Budget Plan. Acceptance of this report results in the approval of the proposed budget for the fiscal year 2019. The Public

Art Committee efforts seek to improve and enhance the quality of life of all Portland residents, workers, and visitors.

V. FINANCIAL IMPACT

The FY19 budget plan uses funds already within the PPAC budget, which are generated through the ½ % for Public Art program as set forth in City ordinance. Acceptance of the Annual Report and Budget Plan constitutes acceptance of the proposed budget allocations contained within the plan. The budget allocations for FY19 continue ongoing programs of conservation, community art, and the acquisition/commission of artwork at the City's roundabout project on Brighton Avenue.

VI. STAFF ANALYSIS

The Budget Plan focuses on conservation and maintenance of the collection to continue to improve the quality of the built environment for residents and employees and further improve the public image of the city for visitors. Staff recommends that the City Council accept the recommendations of the FY18 Annual Report and FY19 Budget Plan.

VII. RECOMMENDATION

On May 16, 2018, the Portland Public Art Committee voted unanimously [6-0] to recommend the FY18 Annual Report and FY19 Budget Plan to the Portland City Council.

VIII. LIST ATTACHMENTS

1. PPAC FY18 Annual Report and FY19 Budget Plan

Prepared by: Caitlin Cameron, Urban Designer

Date: June 1, 2018

*Order 262-17/18
Feb 25 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING GROUND LEASE WITH
DULUTH HOLDINGS, INC.**

ORDERED, that the ground lease, in substantially in the form attached hereto, with Duluth Holdings, Inc. at the Portland International Jetport for the construction of and use as a parking lot is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of this order.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Paul Bradbury, Airport Director

DATE: June 5, 2018

DISTRIBUTION: Jon Jennings, City Manager; Mayor Strimling; Danielle West-Chuhta, Corporation Counsel; Sonia Bean; Nancy English

SUBJECT: Ground Lease Agreement with Duluth Holdings, Inc. for construction of Parking Lot.

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: June 18, 2018 **Final Action:** June 18, 2018

Can action be taken at a later date: X Yes No (If no why not?)

Action can be taken at a later date, but Duluth Holdings, Inc. has requested action in June to meet the permitting and construction schedule for the project.

I. SUMMARY OF ISSUE (Agenda Description)

The Portland International Jetport is requesting approval for a non-aeronautical ground lease of 0.3 acres of Jetport land west of the intersection of Maine Mall Road and Western Avenue. This land has been approved for a non-aeronautical use lease by the Jetport and the FAA. Duluth Holdings, Inc. is constructing a retail store adjacent to the proposed ground lease and will use the leased land for a parking lot. The terms of the lease are outlined below.

- **Lease Term:** Fifteen (15) years with option to extend for four (4) additional five (5) year terms providing a maximum lease term of thirty five (35) years.
- **Rate:** Duluth Holdings, Inc. will pay annual rent of \$6,700 per year. The rent will increase by 10% every five years.
- **Area:** The leased area is approximately 0.3 acres.
- **Permitted Use:** Construction and operation of a parking lot for use in connection with Duluth Holdings, Inc.'s adjacent retail store.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

This ground lease agreement does not contain a termination at the convenience of the City clause, so it must be approved by the City Council.

III. INTENDED RESULT

The approval of this ground lease agreement with Duluth Holdings, Inc. will provide private investment and development of a small parcel not needed for aeronautical use at the Jetport. The lease will provide non-aeronautical revenue to support the operations and maintenance of the Jetport. A similar lease was approved in 2007 to Jetport Properties, LLC for the construction of a building occupied by Town Fair Tire of Maine, LLC.

IV. COUNCIL GOAL ADDRESSED

The private development and use of this leased parcel provides ancillary non-aeronautical revenue to the Jetport to support its maintenance and operation. The revenues generated by this lease, like all others generated at the Jetport, allow it to be a self-sustaining air transportation hub for the City of Portland with no reliance on local taxes. The Portland International Jetport provides a robust connection for the region to the national air transportation system and in doing so plays an important role in supporting the City Council's economic development goals.

V. FINANCIAL IMPACT

If approved, the Portland International Jetport will receive \$6,700 annually in rent. This will increase by 10% at the end of each 5 year term.

VI. STAFF ANALYSIS

This parcel has no direct aeronautical use and it is outside the protected approach surface for runway 11. The development by Duluth Holdings, Inc. will not have any impact to Jetport operations. Staff and the FAA have approved this lease which will provide incremental non-aeronautical revenue to support Jetport operations and maintenance.

VII. RECOMMENDATION

Jetport staff recommends the City Council approve the Duluth Holdings, Inc. ground lease.

VIII. LIST ATTACHMENTS

1. Lease location Plan
2. Paul Bradbury February 15, 2018 Letter to FAA Requesting Release of Airport Property
3. Mary T. Walsh, FAA Director Airports Division, February 23, 2018 Letter Approving Release
4. Proposed City of Portland – Portland Int'l Jetport Ground Lease Agreement with Duluth Holdings, Inc.

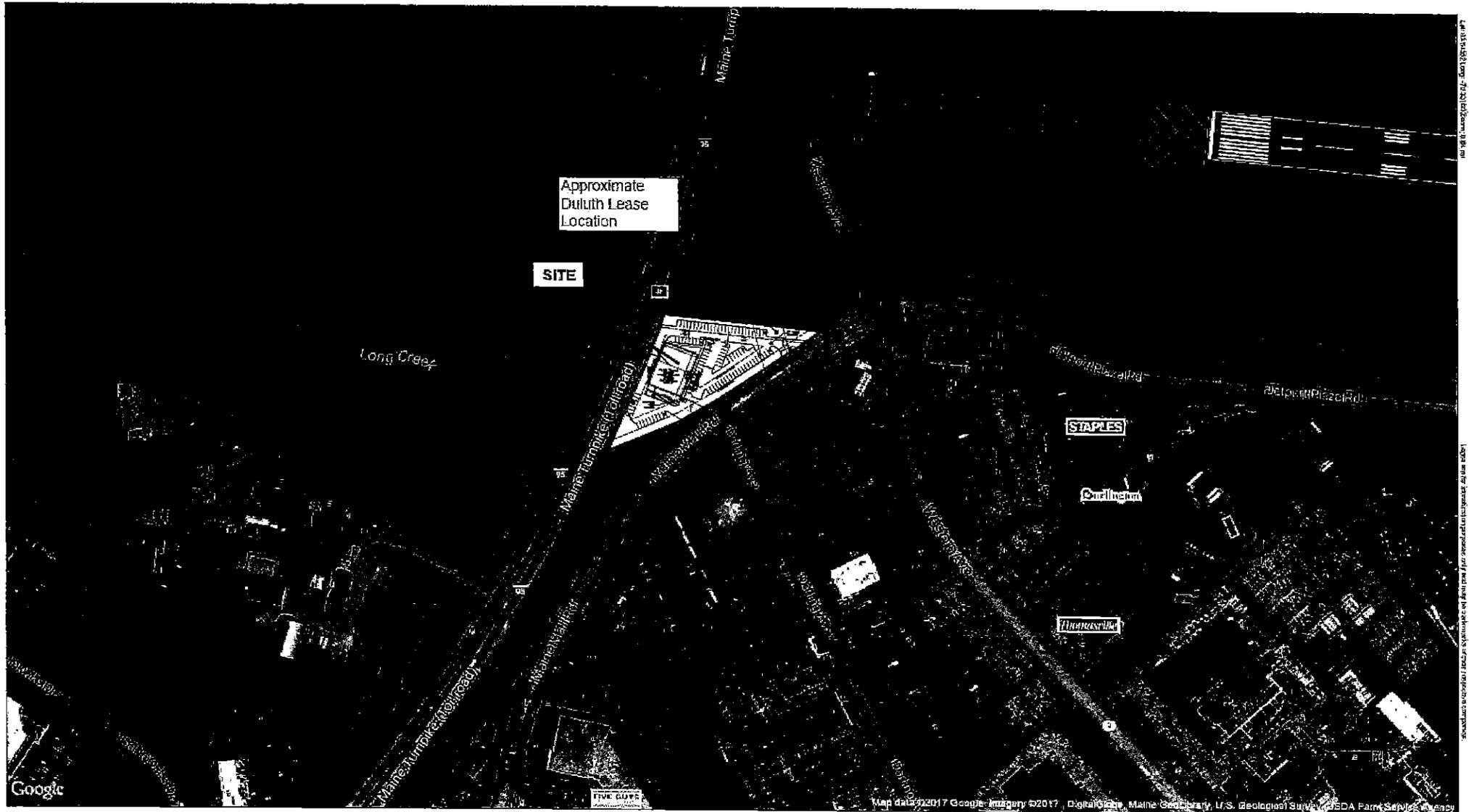


Signature

June 5, 2018

Date

Location Plan: Duluth Holdings, Inc. Proposed Lease





You're on your way.

Paul H. Bradbury, P.E.
Airport Director

Zachary R. Sundquist, A.A.E.
Assistant Airport Director

February 15, 2018

Mr. Jorge E. Panteli
Compliance and Land Use Specialist
Federal Aviation Administration
New England Region
1200 District Avenue
Burlington, MA 01803

Re: Request for Release of Airport Property for Duluth Trading Company Project

Dear Mr. Panteli:

Sebago Technics, Inc. has been retained by Oppidan on behalf of the Duluth Trading Company to a request release of airport property from aeronautical use grant assurances at the Portland International Jetport. PWM has reviewed this request including a market appraisal and is agreeable to the release provided the FAA approves the release. The area to be released is a portion of a parcel located off the Jetport property south-westerly of Runway 29. This parcel is partially utilized as a runway 50:1 approach surface and is outside the air operations area. The small portion of the parcel to be leased for non-aeronautical use is outside the approach surface and located in a remote corner that is best suited for a non-aeronautical commercial use generating airport revenue. The FAA and the Jetport approved a similar release for a nearby parcel in 2007 to Jetport Properties, LLC for the construction of a building occupied by Town Fair Tire of Maine, LLC.

Please feel free to contact me if you have any questions. Once the FAA determines the release is appropriate, the Jetport will amend the Exhibit A accordingly.

Sincerely,

Paul H. Bradbury, P.E.
Airport Director



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

1200 District Avenue
Burlington, MA 01803

February 23, 2018

Paul H. Bradbury, P.E.
Airport Director
Portland International Jetport
1001 Westbrook Street
Portland, ME 04102

Dear Mr. Bradbury:

The FAA has reviewed your request to change a .30 acre parcel of airport land from aeronautical to non aeronautical land for revenue generation. Deluth Trading will lease this land for use as a parking lot. The FAA approves the land use change from aeronautical to non-aeronautical use. Revenue generated by the non-aeronautical use will be used for the airport's operations and maintenance of Portland International Jetport.

As part of your lease with Deluth Trading, please ensure that airspace protection is incorporated to ensure the runway approach airspace remains clear.

Please provide the following documents by the end of April, 2018:

- Update and submit the Exhibit "A" Property Map to reflect the change in land use and notation of FAA's approval.

If you have any questions, please contact Jorge Panteli at (781) 238-7618.

Sincerely,

Mary T. Walsh
Director, Airports Division

CC: Jorge Panteli – FAA
Michelle Ricci – FAA
Luke Garrison – FAA
Jay Moore – Oppidan
Owens A. McCullough, P.E. – Sebago Technics

CITY OF PORTLAND
PORTLAND INTERNATIONAL JETPORT
GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____, 2018 (the "Commencement Date"), by and between the **CITY OF PORTLAND**, a body politic and corporate, located in the County of Cumberland, State of Maine, (hereinafter "**CITY**"), and **DULUTH HOLDINGS INC.**, a Wisconsin corporation (hereinafter "**LESSEE**").

WITNESSETH:

WHEREAS, CITY owns and operates the Portland International Jetport (hereafter "Airport"); and

WHEREAS, CITY has the right to lease premises and facilities at the **Airport** and to grant rights, licenses and privileges on and in connection therewith, and has full power and authority to enter into this Agreement; and

WHEREAS, LESSEE, or its affiliate, is the tenant of land adjacent to the Airport land and operates a retail store on said land ("Lessee's Land"); and

WHEREAS, LESSEE desires to lease land from **CITY** to build and utilize solely for a parking lot; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants, agreements and conditions contained herein, it is agreed and understood by and between the **CITY** and **LESSEE**, as follows:

CITY, for and in consideration of the rent hereinafter to be paid by **LESSEE** and the covenants and agreements hereinafter contained, to be kept and performed by **LESSEE**, does hereby demise, lease and let unto **LESSEE**, for its exclusive use, a parcel of land at the Portland International Jetport, as follows:

Approximately 0.30 acres of leased land legally described in Exhibit A attached hereto and depicted in Exhibit A-1 attached hereto (hereinafter the "Leased Premises", or "Premises"), together with the right of ingress to and egress from Lessee's Land to the Leased Premises for **LESSEE**, subject to reasonable rules and regulations of the **CITY** and, except as herein otherwise provided, to have and to hold by said **LESSEE** on the terms and conditions set forth below. Said land is Airport property owned by the City of Portland but located within the municipal boundaries of the City of South Portland. Notwithstanding the foregoing, the Premises are currently subject to U.S. Federal Aviation Administration height limitations. The Premises are further taken subject to any easements of record.

LESSEE has had the full opportunity to inspect the Premises and takes them in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. All **LESSEE** improvements, additions and modifications at or to the Premises will be at **LESSEE's** sole cost and expense and **CITY** shall have no responsibility therefor. **LESSEE** shall be responsible for obtaining all necessary environmental, building and any other permits required for such additions or improvements at its expense.

SUMMARY OF BASIC LEASE PROVISIONS

1.1 BASIC DATA

Commencement Date of Lease: _____, 2018

Landlord: City of Portland
Present Mailing Address: City Manager
389 Congress Street
Portland, ME 04101

With a copy to:

Airport Director
Portland International Jetport
1001 Westbrook Street
Portland, Me. 04102

LESSEE: Duluth Holdings, Inc.
Present Address: 170 Countryside Drive
Belleville, WI 53508

Lease Term: Fifteen (15) years

Options: **LESSEE** shall have the option to extend this Lease for four (4) additional terms of five (5) years each if not in default beyond any applicable notice and cure periods at either the time the option is exercised or commencement of the extended term.

Base Rent: Upon execution of this Agreement, **LESSEE** shall pay rent according to the schedule set forth at Section 401. The rent will be adjusted as provided in Section 401.1.

Rent Commencement Date: The date upon which Lessee opens for business with the public, or 9 months after the Commencement Date, whichever is earlier.

Permitted Use: Construction and operation of a parking lot for use in connection with LESSEE's adjacent retail store.

1.2 EXHIBITS

Exhibit A: Description of the Premises.

ARTICLE I DEFINITIONS

Section 101. Meanings and Construction. The terms defined in this Section for all purposes of this Agreement and of any instrument supplemental hereto, or relating hereto, shall have the following meanings, except where the context or clear implication requires otherwise:

(1) "Airport Director" means the Director of the Portland International Jetport located on Westbrook Street, Portland, Maine.

(2) "CITY" means the City of Portland, a body politic and corporate, located in the County of Cumberland, State of Maine.

(3) "Council" means the legislative governing body of the CITY, also known as the City Council;

(4) "Department" means the CITY's Department of Aviation and Transportation Facilities or any successor agency thereto charged with the responsibility of the management, operation, maintenance and control of the Airport.

(5) "FAA" means the United States Federal Aviation Administration or any successor agency thereto.

(6) "Facility" means the parking lot, to be constructed by LESSEE on the Premises;

(7) "Fiscal Year" means the CITY's fiscal year as established from time to time by the Charter and ordinances of the CITY, currently July 1 through June 30 of each year.

(8) "Leased Premises" means the land legally described in Exhibit A.

ARTICLE II
TERM

Section 201. Condition precedent. This Lease is conditional upon approval of its terms by the FAA and if such approval is not forthcoming within ninety (90) days of the date of execution of this Agreement, either party may, within its discretion, terminate this Lease by providing written notice to the other party no later than the ninety-fifth (95th) day after execution of this Agreement, with no further liability hereunder and without damages to either party. Notwithstanding the foregoing, upon request of either party, the parties agree to engage in good faith negotiation regarding any term or terms which do not meet FAA approval as provided in Section 904.1 below, and this Lease shall be extended during any period such negotiations are diligently proceeding.

Section 202. Initial Lease Term. Commencing upon the Commencement Date and ending on the date that is fifteen (15) years after the Rent Commencement Date as defined below.

Section 203. Option to extend; Extension Term. Provided that the **LESSEE** is not in material default under this Agreement, **LESSEE** shall have the option to extend this Lease Agreement for four (4) additional terms of five (5) years each by notifying the **CITY** in writing at any time on or after the execution of this Lease Agreement by the parties but in the case of the first extension, not later than one hundred eighty (180) days prior to expiration of the initial term and in the case of the subsequent extensions, not later than one hundred eighty (180) days prior to the expiration of such subsequent extensions.

Section 204. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement, or any extension thereof, shall be given by the **CITY**, and **LESSEE** covenants and agrees that upon expiration of the term of this Agreement or any extension hereunder, or upon earlier termination as hereinafter provided, it will peaceably surrender possession of the Leased Premises, and **CITY** shall have the right to take possession of said Leased Premises, subject to Section 205 below.

Section 205. Removal of Improvements. Upon expiration or earlier termination of the Lease, **LESSEE** shall, within sixty (60) days of expiration or termination, (i) remove the asphalt paving along with all curbing, (ii) abandon the catch basin in place, and Tenant will provide a solid cover, (iii) abandon the retaining walls in place, and (iv) provide loam and re-seed the area with native grasses such that the area can revert to its native condition. Should **LESSEE** fail to perform such obligations within the sixty (60) days, title to the improvements shall be vested in its entirety in the **CITY** with no further action required by **LESSEE** or **CITY**. In such case, **CITY** shall have the right to remove the asphalt paving and curbing, operate, sell, or lease said improvements and shall be entitled to retain all proceeds therefrom. In the event of removal or demolition of the asphalt paving and curbing by **CITY**, **LESSEE** shall be liable to **CITY** for any amounts expended by **CITY** in such removal or demolition. **LESSEE** shall pay all such amounts

within 10 days of demand for such amounts by CITY. Notwithstanding anything to the contrary in this paragraph, if, upon expiration or earlier termination of this Lease, the CITY and another tenant have agreed to enter into a lease for the Premises without removing the pavement and other improvements installed by LESSEE, LESSEE shall not be required to perform the obligations listed in subsections (i) and (iv) above, and title to the pavement and other improvements shall be vested in its entirety in the CITY with no further action required by LESSEE or CITY.

ARTICLE III IMPROVEMENTS ON LEASED PREMISES; USE OF PREMISES

Section 301. Construction. LESSEE will, at its own cost and expense, design, construct, install and equip the parking lot on the land leased hereunder, or will cause the same to be designed, constructed, installed and equipped, in accordance with Plans and Specifications to be submitted to the CITY and subject to the approval of the CITY's Airport Director for compliance with airport operating requirements, which approval shall not be unreasonably withheld or delayed, said design, construction, installation and equipping of said parking lot to be hereinafter designated the "Project." LESSEE must file a form 7460-1 "Notice of Construction and Alteration" with the FAA and receive FAA approval prior to submission to the CITY and the South Portland Planning Board.

301.1. All necessary approvals from governmental agencies, including but not limited to the FAA and the City of South Portland, shall be obtained by LESSEE prior to constructing and equipping the Project, and such improvements shall be constructed, equipped or installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. Upon completion of the Project, all required occupancy permits and approvals from governmental bodies authorizing occupancy, possession and use of the Leased Premises for the purposes contemplated by LESSEE shall also be obtained by LESSEE.

301.2. The CITY and its authorized representatives shall have full rights of inspection during the construction, equipping and installation of the Project. LESSEE acknowledges and agrees that such inspection shall not be deemed to impose any duty or liability upon the CITY or require the CITY to supervise any aspect of or approve the quality of the Project.

301.3. In the event LESSEE does not develop the Project on the Premises within Ten (10) years after the Commencement Date, then CITY reserves the right to cancel this Lease Agreement with no further obligation hereunder, and LESSEE shall remove any of its property or that of its agents or contractors from the Premises and restore the Premises to the condition they were in as of the Commencement Date.

Section 302. LESSEE's Use of Premises. The Leased Premises shall be used and are leased hereunder to LESSEE solely for the construction and operation of the Project.

ARTICLE IV RENT

Section 401. Rent. Beginning on the earlier of (a) the first day that the Project is completed and Tenant is open for business with the public at the retail store to be constructed on Lessee's Land or (b) the date that is twelve months after the Commencement Date (such earlier date, the "Rent Commencement Date"), **LESSEE** shall pay the **CITY** rent equal to \$6,700 per year for the Premises, to be paid in equal monthly installments of \$558.33.

401.1 Effective five (5) years after the Rent Commencement Date, and every five (5) years thereafter during the Initial Term and the Extension Terms, rent shall increase by ten percent (10%).

Section 402. Timely Payment and Reporting; Late Penalties. **LESSEE** shall make prompt and timely payment of all rentals, fees, and other charges due hereunder as the same may from time to time come due. Such rentals, fees, and charges shall be due and payable on the first day of each month of the Lease Term. In the event that any such payment is not timely made, a penalty of one and one-half percent (1 1/2%) per month (18% per annum) shall be assessed and paid on all such amounts outstanding.

ARTICLE V CONSTRUCTION, USE AND MAINTENANCE

Section 501. Construction. **LESSEE** shall construct the Project in accordance with all land use codes and regulations of the City of South Portland.

Section 502. Maintenance. **LESSEE** shall take good care of the Leased Premises; shall maintain them in good condition at all times; shall make all repairs and replacements, ordinary and extraordinary, structural or otherwise and shall plow, mow and maintain landscaping on the Premises.

Section 503. Signs and Lights. **LESSEE** agrees that no signs or advertising displays or lighting that could affect airplane operations shall either be painted on or erected in any manner upon the Leased Premises without the prior written approval of the Airport Director, and if applicable, the FAA. In the event of any conflict, the FAA's decision shall be final. Any such signs and lighting shall conform to reasonable standards established by the Airport Director with respect to wording, type, size, design, and location, and conform to Land Use Codes and other applicable regulations of the City of South Portland.

Section 504. Compliance with Law. **LESSEE** covenants and agrees to observe and obey, and to require its officers, employees agents, subcontractors and sublessees, to observe and obey, all applicable Federal, State and local laws and regulations in effect throughout the term of this Lease, including but not limited to Part 77 of the Federal Aviation Regulations and all Portland and South Portland municipal laws and regulations of general applicability; provided,

however, that such municipal laws and ordinances and Airport rules and regulations are not in conflict with the applicable rules of any Federal agency having jurisdiction.

504 .1. Compliance with Environmental Laws.

(a) **LESSEE** will comply in all respects with all applicable federal, state and local laws and regulation, including, without limitation, those relating to "hazardous materials," as defined herein.

(b) The term "hazardous materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority, including, but not limited to (i) petroleum; ii) friable or non friable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance", pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste", pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance", pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) any "hazardous waste," "hazardous substance" or "chemical substance or mixture" or similarly regulated substances or material as such phrases are defined in or regulated pursuant to any applicable state or local law, regulation or ordinance governing the generation, storage, discharge, transportation or disposal of the same.

(c) **LESSEE**, at its own cost and expense, will promptly take all actions which may be necessary to abate, remove, clean up, and otherwise cure any violation of environmental laws caused by any hazardous materials used, generated, released, discharged, stored, or disposed of in connection with its use of the Leased Premises.

(d) **LESSEE** will defend, indemnify and hold the **CITY** harmless from any cost, expense, claims or liability resulting from violations of any environmental laws hereunder by **LESSEE**, its officers, agents, employees, consultants, contractors, patrons or anyone acting in connection with its use of the Leased Premises.

Section 505. Covenant Against Liens. Beginning on the Commencement Date and continuing throughout the term of this Lease, **LESSEE** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any remainder interest therein, or any improvements thereto, to arise out of or accrue from any action or use thereof by **LESSEE**. Without limiting the foregoing, **LESSEE** shall not permit the City of South Portland to place any lien on the Premises for unpaid personal or real property taxes, and shall promptly pay such taxes when due. **LESSEE** may in good faith, however, contest the validity of any alleged lien. **LESSEE** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall

promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure which is acceptable to the CITY.

Section 506. Utility Services. LESSEE agrees that all utility services required by it during the term of this Agreement will be obtained directly from the utility company by LESSEE, at its cost and expense. CITY will grant licenses or easements as necessary for the installation of such utilities.

ARTICLE VI INSURANCE AND DAMAGE TO LEASED PROPERTIES

Section 601. Insurance During Construction. Beginning on the Commencement Date and continuing through completion of construction and receipt of a certificate of occupancy for the building LESSEE plans to construct on Lessee's Land, LESSEE shall procure and maintain, or cause to be procured and maintained:

(a) Commercial General Liability, including Contractual Liability, and Property Damage Insurance during construction. The LESSEE shall procure and maintain during the Project, at its own cost, and show evidence to the CITY of Commercial General Liability and Property Damage Insurance, including special broad form property damage coverage, to protect the CITY and LESSEE from claims and damages which may arise from operations under this Lease, whether such operations shall be performed by the LESSEE or by anyone directly or indirectly employed by it, in the types and minimum amounts set forth below:

	<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
(i)	LESSEE'S Liability	B.I./Death P.D.	\$1,000,000.00 \$1,000,000.00
(ii)	LESSEE'S Protective	B.I./Death P.D.	\$1,000,000.00 \$1,000,000.00
(iii)	Vehicle Liability, including owned, hired or non-owned	B.I./Death P.D.	\$1,000,000.00 \$500,000.00
(iv)	Worker's Compensation, Employer's Liability	B.I./Death	\$500,000.00/statutory rate

The CITY shall be named as an additional insured in all such policies under items (i) - (iii) above; and for items (i) and (ii) above, such policies shall bear a job-aggregate endorsement in the amount of Five Million Dollars (\$5,000,000.00). Item (iv) shall

include an endorsement waiving all rights of subrogation against **CITY** as provided below.

Section 602. Insurance Upon the Date of receipt of a certificate of occupancy for the Project. The **LESSEE** shall procure and maintain, at its own cost, with no lapse in coverage, for the term of this Agreement, after the issuance of a certificate of occupancy for its Project, Commercial General Liability Insurance, including Contractual Liability, under policies no more restrictive than the standard form of Comprehensive Liability policy in the following amounts:

<u>Description</u>	<u>Limit of Liability</u>
Commercial General liability, and Vehicle Liability, including owned, hired or non-owned.	
1) Bodily Injury	\$1,000,000 each person \$5,000,000 each occurrence
2) Property Damage	\$1,000,000 each occurrence
3) Worker's Compensation, Employer's Liability Insurance	\$500,000/statutory rate

The **CITY** shall be named as an additional insured in all such policies under items (i) - (iii) above; item (iv) shall include an endorsement waiving all rights of subrogation against **CITY** as provided below.

602.1. **LESSEE** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement. **LESSEE** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the Airport Director. Such notices to change shall, in general, be issued no more often than every second (2) year of the lease term or extension thereof. The Airport Director may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

Section 603. Limitation as to Policies. All policies of insurance required herein shall be in a company or companies approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Director.

Each liability policy shall name the **CITY** as an additional insured thereunder, for coverage only in those areas where governmental immunity has been expressly waived by 14 M.R.S.A. § 8104-A, as limited by § 8104-B, and § 8111. All insurance hereunder shall be primary to any

insurance or self-insurance which **CITY** may maintain. **LESSEE** shall be responsible for any and all deductibles and/or self-insured retentions. Each liability policy shall be on an occurrence basis. If insurance is provided on a claims made basis, **LESSEE** shall purchase an appropriate "tail" upon expiration or termination of this Agreement to cover the obligation of indemnification hereunder for six (6) years. The minimum limit of each liability policy may be satisfied through the use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies.

Section 604. Evidence of Insurance. Certificates or other evidence of insurance coverages required of **LESSEE** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, and applicable additional insured endorsements, shall be delivered to the Director. At least thirty (30) days prior to the expiration of any then-current policy of insurance, **LESSEE** shall deliver to the Director evidence showing that such insurance coverage has been renewed. Within fifteen (15) days after the date of written notice from the insurer of cancellation or reduction in coverage, **LESSEE** shall deliver to the Director evidence that the required insurance has been reinstated or provided through another insurance company or companies. **CITY**'s acceptance or lack of acceptance of **LESSEE**'s Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the **LESSEE**'s obligation to obtain and maintain such insurance as required by this agreement.

Section 605. Failure to Maintain Insurance Coverage. If at any time **LESSEE** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** may notify **LESSEE** of its intention to purchase such insurance for **LESSEE**'S account; and, if **LESSEE** has not delivered evidence of insurance to the Director prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **LESSEE** within thirty (30) days of receipt of the **CITY**'s invoice therefor; and, if not paid within that time, interest at the rate of eighteen percent (18%) per annum on the unpaid amount shall be charged to and paid by **LESSEE**. Notwithstanding the foregoing, **CITY** reserves the right to declare **LESSEE** in default for failure to maintain the required insurance coverage.

Section 606. Indemnification.

606.1. Indemnification. To the fullest extent permitted by law, **LESSEE** shall, at its own expense, defend, indemnify, and hold harmless **CITY**, its City Council, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just and unjust, arising from injury or death to any person, or property damage, sustained by anyone in and about the Leased Premises or as a result of activities or services at the Leased Premises, including, without limitation, construction and other activities on the Leased Premises, provided that such liability, claims, damages, penalties, losses, expenses, or judgments resulted in whole or in part

from any negligent act or omission or willful misconduct of **LESSEE**, its officers, agents, employees, consultants, contractors, invitees, or anyone acting in connection with **LESSEE**'s use of the Leased Premises or resulted from **LESSEE**'S performance of this Agreement. **LESSEE** shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including, but not limited to, claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the **CITY** is a party, the **CITY** shall have the right to participate at its own discretion and its own expense and no such suit or action shall be settled without the prior written consent of the **CITY**. **LESSEE**'s obligation of defense and indemnification shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

606.2 Cooperation. To the extent that either party receives notice with respect to a claim or liability subject to indemnity under this section 606 (a "claim") or has the right to participate in an administrative or judicial proceeding relating to a claim, such party shall: (1) give notice of such claim or liability to the other party within a reasonable period of time following the receipt of said notice; (2) provide the other party with information relevant and material to such claim in any proceedings relating thereto; (3) consider in good faith the views of the party and its counsel in connection with the other party's exercise of rights with respect to such claim and the proceedings related thereto; (4) cooperate in all respects with the other party in good faith in order to contest such claim effectively; and (5) to the extent reasonable and practicable, upon written request from the other, implead any party which the other party believes may be ultimately responsible with respect to such claim and assert any cross-claims the other party deems appropriate where it is not possible to assert such rights itself.

Section 607. Survival. The provisions of this Article VI shall survive termination or expiration of this Agreement.

Section 608. Nothing in this Article VI shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY.

Section 609. **LESSEE**'s contractors and/or subcontractors shall be subject to the requirements of Article VI.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

Section 701. Assignment.

LESSEE agrees not to assign nor sublet this Agreement nor any part thereof in any manner whatsoever, nor assign any of the privileges recited herein without the prior written consent of the **CITY** Manager of the **CITY** of Portland, whose consent shall not be unreasonably withheld or delayed. All terms of this Lease Agreement shall apply to such assignment or sublease.

ARTICLE VIII TERMINATION OF LEASE

Section 801. **CITY's Right to Terminate for Default by LESSEE.** The **CITY**, in addition to any other rights given to it herein or to which it may be entitled by law, acting by and through its City Manager, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by **LESSEE** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **LESSEE's** assets;
- (b) To the extent permitted by law, the entry of an order for relief against the **LESSEE**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **LESSEE**;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **LESSEE** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of **LESSEE'S** assets by a court of competent jurisdiction or a voluntary agreement with **LESSEE's** creditors;
- (e) The voluntary abandonment by **LESSEE** of the Leased Premises for a period in excess of thirty (30) days;
- (f) The failure by **LESSEE** to pay any taxes, fees or charges to any applicable governmental authority when due, including but not limited to City of South Portland real or personal property taxes, and not cured as provided below, provided however, **LESSEE** shall have the right to contest such charges as provided by law; or
- (g) The material breach by **LESSEE** of any of the covenants or agreements herein contained and not cured as provided below.

A material breach shall include, but not be limited to, the failure of **LESSEE** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable; provided **LESSEE** shall be entitled to one (1) written notice

of late payment from CITY per calendar year during the term of the Lease, and it shall not be a material breach of this Lease if LESSEE makes such late payment within ten (10) days after receipt of such notice.

Section 802. LESSEE's Right to Terminate. LESSEE, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) The inability of LESSEE to use said Leased Premises due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from LESSEE;
- (c) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by LESSEE;
- (d) The material breach by CITY of any of the covenants or agreements herein contained and not cured as provided below; or
- (e) If LESSEE is unable to obtain all necessary federal, state and local permits and approvals for LESSEE's permitted use of the Premises from all governmental authorities having jurisdiction as required under this Lease or applicable laws, regulations and codes within one (1) year after the Commencement Date.

Section 803. Default by CITY. In the event of any default by CITY of any of its obligations under this Lease Agreement, LESSEE may declare the CITY in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to CITY, addressed and copied as provided in Section 905 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by LESSEE to CITY, and such default shall not have been cured during such thirty (30) day period by the CITY. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the CITY commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

Section 804. Default by LESSEE. In the event of any default by LESSEE of any of its obligations under this Lease Agreement, CITY may declare the LESSEE in default by delivering by

hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **LESSEE** addressed as provided in Section 905 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **LESSEE**, and such default shall not have been cured during such thirty (30) day period by the **LESSEE**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **LESSEE** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. **LESSEE** shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, incurred by the **CITY** on account of Tenant's default or failure to comply with any of the terms of this Lease.

Section 805. **LESSEE's Right to Terminate for Convenience.** In addition to any right to terminate for default hereunder, beginning on the Rent Commencement Date, **LESSEE** may terminate this Lease for its convenience upon no less than Twelve Months' prior written notice of its intention to do so, said termination to be effective twelve (12) months after such notice. Notwithstanding **LESSEE'S** termination of the Lease hereunder, **LESSEE** shall remain liable to **CITY** for any breach of the Lease occurring either before or after such notice of termination for convenience and for all payments which are due and payable hereunder through the date on which this Lease terminates; provided Tenant shall not be responsible for rent attributable to the period after such date of termination.

Section 806. Upon termination or cancellation of this Agreement, **LESSEE** shall surrender possession as provided in Section 204 above and restore the Premises as provided in section 205.

Section 807. In the event of termination of this Agreement for default, the defaulting party shall not be liable for any, incidental, consequential or special damages for such default and termination, and damages shall be limited to the fair market value of the lease itself, subject to the non-defaulting parties' obligation to mitigate its damages.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 901. Quiet Enjoyment; Avigation Easement. The **CITY** agrees that on payment of the rent, as herein required, and subject to performance and compliance by **LESSEE** of the covenants, conditions and agreement on its part to be performed and complied with herein, **LESSEE** shall peaceably have and enjoy the rights, uses and privileges of the Leased Premises, its appurtenances and facilities as granted herein.

901.1. Avigation Easement. The rights hereby granted in the Leased Premises are subject to the continuing right in the **CITY** to cause in all airspace above the surface of the Premises such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Portland International Jetport; and **LESSEE** does hereby fully waive, remise and release any right or cause of action which they may now have or which they may have in the future against **CITY**, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Portland International Jetport; and

The rights in the Leased Premises hereby granted includes the continuing right in the **CITY** to prevent the erection or growth upon the Premises of any building, structure, tree or other object, extending into the air space above the imaginary surfaces (as defined below), and to remove trees or top trees to ten (10) feet below the imaginary surfaces with the right of ingress to and egress from, and passage over **LESSEE'S** Premises for the above purposes, said removal or topping to be done by **CITY** at the **LESSEE'S** expense; **LESSEE** shall promptly reimburse **CITY** any reasonable expense incurred by in such removal or in enforcement of this provision; and

The **LESSEE** does hereby agree that for and during the life of this Lease, it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon the Premises any building, structure, tree or other object extending into the prohibited airspace, and that it shall not hereafter use or permit or suffer the use of the Premises in such a manner as to create electrical interference with radio communication between any installation upon said Portland International Jetport and/or aircraft, or as to make it difficult for flyers of aircraft to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Portland International Jetport or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

"Airspace" shall mean and include airspace above the Premises to an infinite height above the approach and transitional surfaces (the imaginary surfaces) of said Premises, as defined in Title 14 CFR, Federal Aviation Regulation, Part 77, as it may be further amended, or any applicable successor regulation. The Premises being leased to the **LESSEE** are considered to be wholly encompassed within the boundaries of these approach and transitional surfaces.

Section 902. No Personal liability. No Councilor, director, partner, officer, manager, member, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

Section 903. Agreements with the Federal Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which was required as a condition precedent to the transfer of Federal rights of property to the **CITY** for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. **CITY** covenants that it has no existing agreements with the United States which are in conflict with the express provisions of this Lease.

Section 904. Governing Law; Federal Aviation Administration Approval. This Agreement shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Maine, subject to any applicable federal laws and regulations, including but not limited to those of the Federal Aviation Administration (FAA).

904.1 FAA Approval. This Lease Agreement is specifically conditional upon and subject to the approval of the FAA. In the event the FAA determines at any time that any provision of this Lease violates any provision of their law or regulations, said provision shall be null and void, and the parties agree to meet and negotiate in good faith to revise or amend the Lease to conform to applicable FAA law or regulations.

Section 905. Notices. Except as herein otherwise expressly provided, all notices required to be given to the **CITY** hereunder shall be in writing and shall be sent by United States Certified Mail, addressed to:

City Manager
City of Portland
Portland City Hall 389 Congress Street
Portland, Maine 04101

All notices demands and requests by the **CITY** to **LESSEE** shall be hand delivered, or sent by United States Certified Mail, addressed to:

Duluth Holdings, Inc.
170 Countryside Drive
Belleville, WI 53508

The parties, or either of them, may designate in writing from time to time any changes in addresses of the persons identified above or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is received by **LESSEE** or by the **CITY**. Any provisions herein that one party

shall notify the other of some matter is to be construed as a requirement that notice is to be given in accordance with the provisions of this Section.

905.1 Whenever **CITY** is referred to in this Lease and requires an action to be taken by **CITY**, such action shall be taken by the City Manager, unless otherwise specified herein.

Notwithstanding the foregoing, the City Manager reserves the right, in his or her discretion, to require Council approval of any such action.

Section 906. Entire Agreement. This Agreement, together with Exhibit A attached hereto, constitutes the entire agreement between the parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 907. Waiver. No waiver or default by either party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party.

Section 908. Title to Site. Subject to condemnation by higher governmental authority, the Leased Premises from the date hereof until the termination of this Agreement, shall be owned in fee- simple by the **CITY** as Airport property, or in such lesser estate as in the opinion of the **CITY's** Corporation Counsel is sufficient to permit the letting and licensing thereof by the **CITY**, as herein provided for the full term provided herein. **CITY** represents that it has the right to lease said property designated herein as Airport property and the Leased Premises, together with all facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof, subject, however, to the South Portland right of way and the FAA height limitations previously referenced.

Section 909. LESSEE's Certification of Authority to Execute Lease. **LESSEE** hereby makes the following representations as the basis for its undertakings herein contained:

- A. **LESSEE** is a corporation duly organized under the laws of the State of Wisconsin; it is in good standing under the laws of said State; has the power to enter into this Agreement; by proper action has duly authorized the execution and delivery of this Agreement; and is in full compliance with all applicable Maine laws relating to the conduct of its business in Maine; and
- B. **LESSEE** will occupy and possess the Leased Premises subject to and in accordance with the terms hereof.

Section 910. Non-Discrimination. The **LESSEE**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Premises that:

- (A) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;
- (B) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (C) that the **LESSEE** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Section 911. Force Majeure. Neither the **CITY** nor **LESSEE** shall be deemed in violation of this Agreement if either should be prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming Force Majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

Section 912. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 913. Headings. The headings of the several Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to effect in any manner either the terms and provisions hereof or the interpretation or construction thereof.

Section 914. Withholding Required Approvals. Whenever the approval or consent of the **CITY** (including the Airport Director or the **CITY** Manager) or of **LESSEE** is required herein, no such approval or consent shall be unreasonably conditioned, delayed or withheld.

Section 915. Memorandum of Lease. Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **LESSEE** shall be governed solely by the provisions of this Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

Section 916. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

Section 917. Choice of Law; Venue. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their respective officials thereunto duly authorized, as of the day and year first above written.

CITY

City of Portland

LESSEE

Duluth Holdings, Inc.

By: Jon P. Jennings
Its: City Manager

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

That certain real property located on the northwesterly side of Maine Mall Road, but not adjoining thereto, and the westerly side of Western Avenue, but not adjoining thereto, in the City of South Portland, County of Cumberland, State of Maine bounded and described as follows:

Beginning at a point on the southeasterly side of land now or formerly of the Maine Turnpike Authority, being Interstate 95, at the northwesterly corner of land now or formerly the estate of Mary-Rose Starr as described in a deed recorded at the Cumberland County Registry of Deeds in Book 16875, Page 252, this point bearing N 85°27'47" W, a distance of 0.05 feet from a 1 ½ inch iron pipe 2 inches above grade;

Thence N 18°36'17" E, along land now or formerly of the Maine Turnpike Authority a distance of 76.11 feet to a point;

Thence S 85°27'47" E, through land now or formerly of the City of South Portland a distance of 147.41 feet to a point;

Thence N 86°54'46" E, through land now or formerly of the City of South Portland a distance of 15.49 feet to a point;

Thence S 03°05'14" E, through land now or formerly of the City of South Portland a distance of 76.56 feet to land now or formerly of the estate of Mary-Rose Starr;

Thence N 85°27'47" W, along land now or formerly of the estate of Mary-Rose Starr a distance of 191.42 feet to the point of beginning.

Containing 13,100 square feet, more or less.

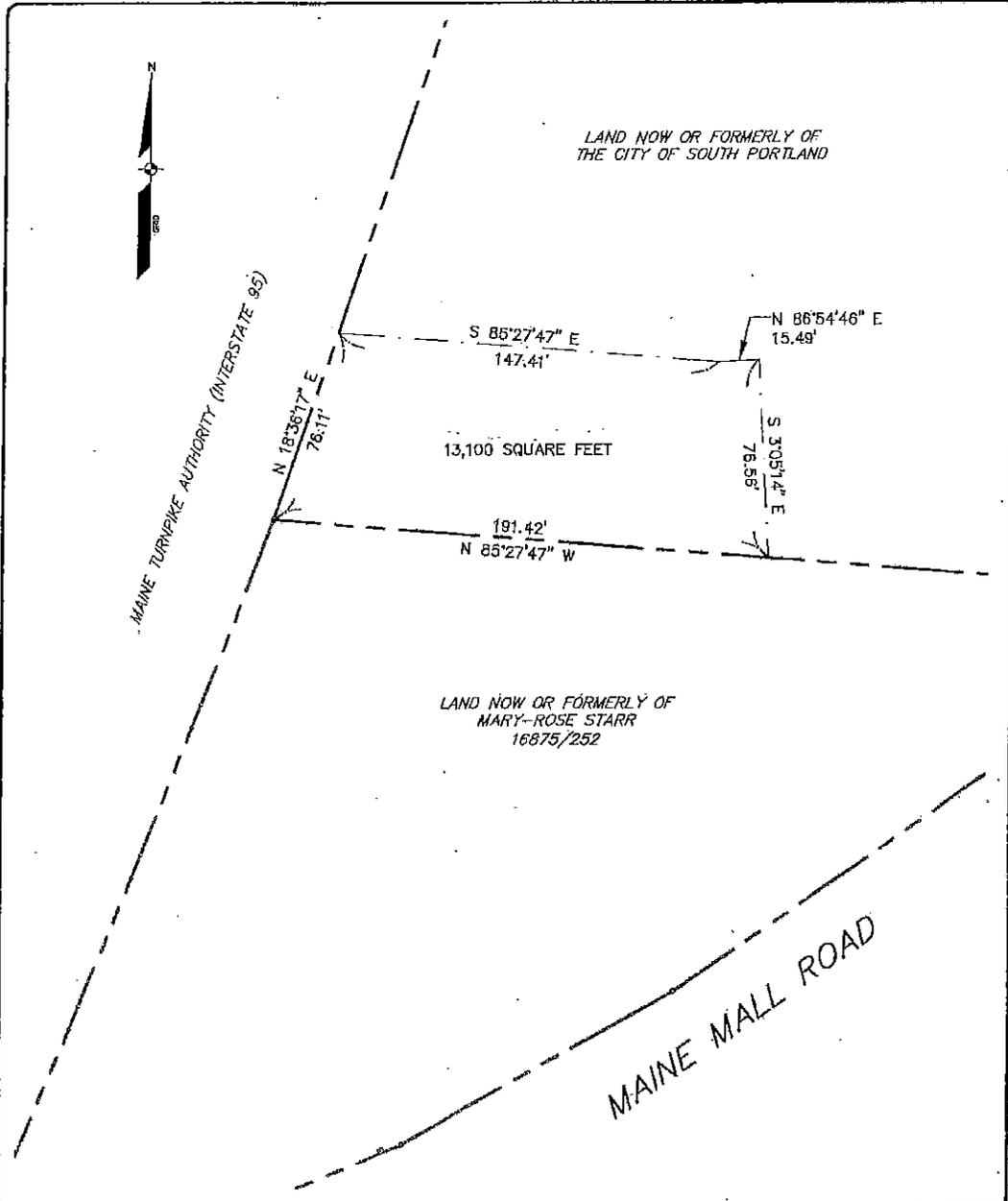
Bearings herein are based upon Grid North, Maine State Plane Coordinate System, West Zone NAD 83/2011.

This description was prepared based off a plan entitled "**ALTA/NSPS Land Title Survey For Greenberg Farrow Land of The City of South Portland**" dated September 2017 by Ducet Survey Inc.

The subject property is depicted on Exhibit A-1 attached hereto.

EXHIBIT A-1

DEPICTION OF LEASED PREMISES



 <p>SEBAGO TECHNICS</p> <p>WWW.SEBAGOTECHNICS.COM</p> <p>75 John Roberts Rd. Suite 4A South Portland, ME 04106 Tel. 207-200-2100</p>	EXHIBIT A-1		SCALE: 1" = 50'
	LOCATION: 55 MAINE MALL ROAD SOUTH PORTLAND, MAINE	FOR: OPPIDAN 55 MAINE MALL ROAD	DATE: 03-29-18
			SHEET: 1 OF 1

This page contains a detailed description of the Parcel ID you selected.



Current Owner Information:

CBL 085 G027001
Land Use Type VACANT LAND
 Verify legal use with Inspections Division
Property Location 205 NEW ISLAND AVE
Owner Information HAGBERG OLIVE E & HAZEL M WALLACE HEIRS
 PO BOX 249
 CLEMENTS CA 95227

Book and Page
Legal Description 85-G-27
 ISLAND AVE-SPRUCE AVE
 PEAKS ISLAND
 7500 SF

Acres 0.1722

Current Assessed Valuation:

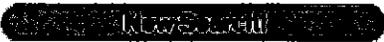
TAX ACCT NO.	13034	OWNER OF RECORD AS OF APRIL 2017
LAND VALUE	\$1,500.00	HAGBERG OLIVE E &
BUILDING VALUE	\$0.00	HAZEL M WALLACE HEIRS
NET TAXABLE - REAL ESTATE	\$1,500.00	PO BOX 249
		CLEMENTS CA 95227
TAX AMOUNT	\$32.48	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

Building 1

Year Built
Style/Structure Type



*Order 263-17/18
Jul 26 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AND ADOPTING
THE 2018 HOUSING TRUST FUND ANNUAL PLAN**

ORDERED, that the 2018 Housing Trust Fund Annual Plan, attached hereto, is hereby accepted and adopted.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: June 6, 2018

DISTRIBUTION: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English,

SUBJECT: Order Approving the 2018 Housing Trust Fund Annual Plan

SPONSOR: Jill Duson, Chair, Housing Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 18th Final Action June 18th

Can action be taken at a later date: X Yes No (If no why not?)

PRESENTATION: Staff will be available to answer questions

I. SUMMARY OF ISSUE (Agenda Description)

The 2018 Housing Trust Fund Annual Plan is presented for City Council approval.

II. AGENDA DESCRIPTION

The Housing Trust fund is established by Section 14-489 of the City's Code of Ordinances. Section 14-489 (e) states that "the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action."

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". At this time, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, fee-in-lieu contributions from the Inclusionary Zoning Ordinance, revenue from the Short Term Rental Registration Program, and other funding resources under Council consideration.

The Housing Committee met on May 23, 2018 and voted 3-0 to forward the 2018 Housing Trust Fund Annual Plan to the City Council with a recommendation for passage.

III. BACKGROUND

The Housing Trust fund is established by Section 14-489 of the City's Code of Ordinances. Section 14-489 (e) states that "the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action."

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Annual Plan will establish the priorities in which the current balance of the Housing Trust Fund will be allocated.

V. FINANCIAL IMPACT

This budget is based on the balance in the Housing Trust Fund as of March 20, 2018. At this time, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, a portion of revenue from the Short Term Rental Registration Program, fee-in-lieu contributions from the Inclusionary Zoning Ordinance, and other funding resources under Council consideration. The balance of the Housing Trust Fund is \$913,502. While staff anticipates increases in revenue in the Housing Trust Fund as a result of the Inclusionary Zoning Ordinance and other sources being considered by the City Council, those anticipated resources are not included in the 2018 Annual Plan.

Sources and Uses of Housing Trust Fund:

DEPOSITS		EXPENDITURES	
Maine Medical Center HRO 2002-2003	\$ 315,580	Avesta Oak Street Lofts 2011	\$ (380,585)
Sportsman's Grill HRO 2002	\$ 40,000	Housing First Pre-Development RFP 2014	\$ (75,000)
Berlin City Auto HRO 2009	\$ 116,000	65 Hanover St 2015	\$ (9,250)
Stop n Shop HRO 2010	\$ 289,250	65 Munjoy St 2017	\$ (175,000)
Rockbridge/Eastland Park HRO 2012	\$ 42,500		
Riverwalk/Ocean Gateway HRO 2012	\$ 250,000	Total Expenditures	\$ (639,835)
118 Congress LLC April HRO 2014	\$ 3,500		
Sale of Tax Acquired Property Belfort Street 2017	\$ 86,424		
Sale of Tax Acquired Property 116 Upper A Street 2017	\$ 78,527		
443 Congress Street IZ 2017	\$ 280,000		
Previous INTEREST EARNED	\$ 51,556		
Total Deposits	\$1,553,337	BALANCE	\$ 913,502
HRO= Housing Replacement Ordinance; IZ= Inclusionary Zoning Fee in Lieu			

VI. STAFF ANALYSIS

City Ordinance requires that the Housing Trust Fund Annual Plan include a description of the programs to be funded, a budget for each program and identify how the funds will be distributed among very-low (at or below 50% of the area median income), low (at or below 80% of the area median income) and moderate income (at or below 120% of the area median income) households.

The Housing Trust Fund is a valuable tool that can assist the City in meeting the goal of providing increased availability in all segments of the housing market. While the City has other resources such as the HUD HOME and CDBG Programs, those funds are limited in amount and scope. The proposed Housing Program budget for FY 2018-2019 includes \$325,064 in HOME funding for affordable housing development, \$100,000 for housing rehabilitation and \$224,096 in CDBG housing program income for housing rehabilitation. The HOME program restricts rental housing assistance to households at or below 60% of the area median income and home ownership assistance to households at or below 80% of the area median income. The CDBG program is restricted to households at or below 80% of the area median income. City Ordinance allows the Housing Trust Fund to assist households at or below 120% of area median income.

As always, the City should act prudently when deciding to invest these funds.

Recommendations in the 2018 Housing Trust Fund Annual Plan include:

- Maintain a minimum balance of \$500,000 in order to have resources to act quickly when there is an emergency, such as a need to cure a potential mortgage default that could result in loss of an affordable unit.
- Funding Priority: Support for the Portland Housing Authority in the implementation of their Strategic Vision Plan when other funding sources are not available, specifically the Boyd Street and Front Street sites.
- Allocation Process: Funds will be distributed through a competitive application process. Applications will be reviewed by an evaluation team of City of Portland staff who will evaluate and score each application utilizing the scoring factors noted in the Housing Trust Fund Application to recommend the most qualified application based on the information submitted.
- Eligible Activities: Eligible activities may include: new construction, preservation/rehabilitation of existing affordable housing, adaptive reuse (creating housing in an existing building that was originally built or designed for a use other than housing), acquisition, housing first projects, and to exercise the City's right of first refusal in connection with potential foreclosure issues with affordable homeownership units.
- Financing Parameters: Housing Trust Funds should be a resource of last resort and should be focused on opportunities where other funding sources do not work or are not effective.
- Form of Awards: A variety of funding mechanisms will be utilized including no-interest loans, below-market loans, forgivable loans, and grants. Type of funding will be determined

after review of a number of factors including amount necessary to make the project feasible, the project type, income targeting, number of affordable units, and duration of the affordability period.

- **Maximum Award Amount:** An analysis of housing development subsidized by the City of Portland since 2000, shows that City has invested over \$13 million, using various resources such as the HOME and CDBG Programs. That investment leveraged the creation of 951 units of housing. The average City investment per unit was \$14,539. Based on this analysis, Housing Trust Fund awards will be determined on a per affordable unit basis. The City contribution per unit will not exceed \$15,000. This amount may be adjusted at the discretion of the City Council.
- **Income Targeting:** Housing Trust Fund resources should be focused on opportunities where other funding sources do not work or are not effective, such as projects designed to create housing affordable to households earning at or below 50% of the area median income, or projects designed to create housing affordable to households earning 80% to 120% of the area median income. Often, other funding sources, such as the Low Income Housing Tax Credit Program or the HOME Program, have restrictions or requirements that limit or prohibit the creation of housing affordable to those in the very low and moderate income ranges.
- **Implementing Regulations:** Regulations to further specify the details of the parameters outlined in this Annual Plan, shall be developed, including, but not limited to:
 1. Specific methodology for income verification; and
 2. Underwriting criteria.

VII. RECOMMENDATION

Staff is requesting City Council approval of the proposed 2018 Housing Trust Fund Annual Plan for the balance of \$913,502 currently existing in the Housing Trust Fund. Any revenue generated above and beyond the existing balance will not be allocated without an amendment to the Annual Plan.

VIII. LIST ATTACHMENTS

Copy of Chapter 14, Division 31, Sec. 14-489 of the City Code of Ordinances.
Housing Trust Fund Annual Plan

Prepared by: Mary P. Davis, Division Director, Housing and Community Development Division
Dated: June 6, 2018

HOUSING TRUST FUND
2018 ANNUAL PLAN

BACKGROUND

The Housing Trust fund is established by Section 14-489 of the City's Code of Ordinances. Section 14-489 (e) states that "the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action."

The Annual Plan will establish the priorities in which the current balance of the Housing Trust Fund will be allocated. The plan is in line with the 2018 City Council Goal of increasing access to rental and ownership housing that is safe and affordable for working and low-income families.

This budget is based on the balance in the Housing Trust Fund as of March 20, 2018. At this time, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, a portion of revenue from the Short Term Rental Registration Program, fee-in-lieu contributions from the Inclusionary Zoning Ordinance, and other funding resources under Council consideration. The balance of the Housing Trust Fund is \$913,502. While staff anticipates increases in revenue in the Housing Trust Fund as a result of the Inclusionary Zoning Ordinance and other sources being considered by the City Council, those anticipated resources are not included in the 2018 Annual Plan.

Sources and Uses of Housing Trust Fund:

DEPOSITS		EXPENDITURES	
Maine Medical Center HRO 2002-2003	\$ 315,580	Avesta Oak Street Lofts 2011	\$ (380,585)
Sportsman's Grill HRO 2002	\$ 40,000	Housing First Pre-Development RFP 2014	\$ (75,000)
Berlin City Auto HRO 2009	\$ 116,000	65 Hanover St 2015	\$ (9,250)
Stop n Shop HRO 2010	\$ 289,250	65 Munjoy St 2017	\$ (175,000)
Rockbridge/Eastland Park HRO 2012	\$ 42,500		
Riverwalk/Ocean Gateway HRO 2012	\$ 250,000	Total Expenditures	\$ (639,835)
118 Congress LLC April HRO 2014	\$ 3,500		
Sale of Tax Acquired Property Belfort Street 2017	\$ 86,424		
Sale of Tax Acquired Property 116 Upper A Street 2017	\$ 78,527		
443 Congress Street IZ 2017	\$ 280,000		
Previous INTEREST EARNED	\$ 51,556		
Total Deposits	\$1,553,337	BALANCE	\$ 913,502
HRO= Housing Replacement Ordinance; IZ= Inclusionary Zoning Fee in Lieu			

City Ordinance requires that the Housing Trust Fund Annual Plan include a description of the programs to be funded, a budget for each program and identify how the funds will be distributed among very-low (at or below 50% of the area median income), low (at or below 80% of the area median income) and moderate income (at or below 120% of the area median income) households.

The Housing Trust Fund is a valuable tool that can assist the City in meeting the goal of providing increased availability in all segments of the housing market. While the City has other resources such as the HUD HOME and CDBG Programs, those funds are limited in amount and scope. The proposed Housing Program budget for FY 2018-2019 includes \$325,064 in HOME funding for affordable housing development, \$100,000 for housing rehabilitation and \$224,096 in CDBG housing program income for housing rehabilitation. The HOME program restricts rental housing assistance to households at or below 60% of the area median income and home ownership assistance to households at or below 80% of the area median income. The CDBG program is restricted to households at or below 80% of the area median income. City Ordinance allows the Housing Trust Fund to assist households at or below 120% of area median income.

As always, the City should act prudently when deciding to invest these funds. The Housing Trust Fund should maintain a minimum balance of \$500,000 in order to have resources to act quickly when there is an emergency, such as a need to cure a potential mortgage default that could result in loss of an affordable unit. This right to cure will be included in the affordable housing covenants that are recorded in the Cumberland County Registry of Deeds for each affordable unit.

FUNDING PRIORITIES

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". In an effort to ensure that these purposes are met, the Housing Trust Fund Annual Plan may identify specific priorities that support other city goals and priorities, for example goals from the Comprehensive Plan or the City Council Common Goals. A 2018 priority will be to support the Portland Housing Authority in the implementation of their Strategic Vision Plan when other funding sources are not available. The Housing Authority's current priorities in that Plan are the Boyd Street and Front Street sites.

Allocation Process

Housing Trust Funds will be distributed through a competitive application process. A Notice of Funding Availability will be issued at a minimum of an annual basis to notify potential applicants that the application is available. Applications will be reviewed by an evaluation team of City of Portland staff who will evaluate and score each application utilizing the scoring factors noted below in order to recommend the most qualified application based on the information submitted. This information will also be included in the Housing Trust Fund Application.

- *Proposed use of funds to achieve the City of Portland's goals and address demonstrated need.* 30 points

Maximum points will be awarded for those applications that demonstrate sufficient market demand, create housing options which promote economic diversity in the neighborhood in which

the development is located, are consistent with the Comprehensive Plan, leverage funds efficiently, and include a policy prohibiting smoking.

- *Financial feasibility, including cost, development budget operating pro forma and the provision of secured and leverage funds.* 25 points

Maximum points will be awarded for those applications that include a complete set of financial documents to support the financing request, contain a realistic set of sources and uses development budgets and a pro forma operating budget, include sufficient reserves for operations and maintenance, including pre-funded reserves, and long-term financial sustainability of the project is highly likely.

- *Applicant's ability to complete project, including development team experience, capacity, project readiness and timeframe for completion.* 25 points

Maximum points will be awarded for those applications that demonstrate the readiness of the project to proceed, a development team with a successful track record in projects of similar size, scale, type and complexity to the proposed project and the capacity to fulfill their responsibilities.

- *Impact on surrounding neighborhood, including design compatibility and environmental issues.* 20 points

Maximum points will be awarded for those applications where site selection is appropriate for use, no zoning amendments are required, the design is consistent with neighborhood design characteristics, amenities and unit design are well thought out and appropriate, where no environmental issues have been identified and meet the requirements of the City of Portland's Green Building Ordinance.

Recommendations will be forwarded to the City Council's Housing Committee for review. Housing Committee recommendations will be forwarded to the City Council for final review and approval.

Eligible Activities

Activities eligible for funding from the Housing Trust Fund are those that promote, retain, and create an adequate supply of housing, particularly affordable housing for all economic groups, and to limit the net loss of housing units in the city. Eligible activities may include: new construction, preservation/rehabilitation of existing affordable housing, adaptive reuse, acquisition, housing first.

In this Plan, adaptive reuse is defined as creating housing in an existing building that was originally built or designed for a use other than housing.

The Housing Trust Fund resources are also intended to promote the retention of affordable housing. Staff recommends that Housing Trust Fund resources be made available, if necessary, to exercise the City's right of first refusal in connection with potential foreclosure issues with affordable homeownership units. This is unlikely to occur in the near future but may come up as more workforce homeownership units are created through Portland's inclusionary zoning ordinance. The City shall have a right of first refusal if an affordable unit is forced to sell due to

increased fees or has become delinquent in its payments and is in risk of foreclosure or any other legal threats to the Unit's affordability restrictions. The City shall also have the option of using City funds to support affordable units facing large special assessments that may pose a risk to the owner household's ability to maintain their unit's affordability. The City of Portland shall have the right of first refusal to purchase any affordable unit that is in jeopardy of losing its affordability restrictions due to foreclosure, delinquency of condominium fee payments, or any other cause outside of the agreed upon term of restriction. The City's Right of First Refusal is not intended to infringe upon the ability of a mortgage lender to recapture any money owed by the affordable unit owner. The intent is to ensure affordability of the unit for eligible households.

Financing Parameters

Housing Trust Funds should be a resource of last resort and should be focused on opportunities where other funding sources do not work or are not effective. Applicants requesting financial assistance from the Housing Trust Fund must provide document efforts made to obtain other private, federal, state or local resources for the project.

Form of Awards: A variety of funding mechanisms will be utilized including no-interest loans, below-market loans, forgivable loans, and grants. Type of funding will be determined after review of a number of factors including amount necessary to make the project feasible, the project type, income targeting, number of affordable units, and duration of the affordability period.

Maximum Award Amount: An analysis of housing development subsidized by the City of Portland since 2000, shows that City has invested over \$13 million, using various resources such as the HOME and CDBG Programs. That investment leveraged the creation of 951 units of housing. The average City investment per unit was \$14,539. Based on this analysis, Housing Trust Fund awards will be determined on a per affordable unit basis. The City contribution per unit will not exceed \$15,000. This amount may be adjusted at the discretion of the City Council. See the attached spreadsheet Subsidized Housing Development Since 2000.

Income Targeting

Housing Trust Fund resources should be focused on opportunities where other funding sources do not work or are not effective, such as projects designed to create housing affordable to households earning at or below 50% of the area median income, or projects designed to create housing affordable to households earning 80% to 120% of the area median income. Often, other funding sources, such as the Low Income Housing Tax Credit Program or the HOME Program, have restrictions or requirements that limit or prohibit the creation of housing affordable to those in the very low and moderate income ranges.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Affordability Restrictions

Affordability restrictions are required. In the case of rental or cooperative units, the units must remain affordable for the life of the housing unit which is presumed to be a minimum of thirty (30) years.

Homeownership units must include resale restrictions that maintain an "equitable balance" between the interests of the owner and the City. These restrictions must be documented and recorded in the Cumberland County Registry of Deeds.

Sales must be made through an arms-length arrangement. No employee, agent, stockholder, officer, director, servant, or family member of the Owner or its Management Company, or its employees, agents, or servants thereof, related either by blood, marriage, or operation of law may qualify for a unit financed with Housing Trust Funds or receive any benefit related in any way to the administration or compliance with the conditions contained therein.

Affordable Housing Agreement

The owner of each affordable unit will be required to sign and record in the Cumberland County Registry of Deeds an Affordable Housing Agreement (AHA) with the City and to include the affordability restrictions as a covenant to the project's deed. The Affordable Housing Agreement shall be referenced directly in the property's deed unless prohibited by federal, state, or local law. In order to guarantee affordability in homeownership units, this recorded covenant will limit increases in sales price according to the calculation defined by the City as defined in the implementation regulations. It will limit the incomes of subsequent buyers to the same income limits initially applied. It will also provide a right of first refusal and other purchase rights to the City or its designee (e.g. another eligible household, or a nonprofit corporation).

Right of First Refusal

The City of Portland shall have the right of first refusal to purchase any affordable unit that is in jeopardy of losing its affordability restrictions due to foreclosure, delinquency of condominium fee payments, or any other cause outside of the agreed upon term of restriction. The City's Right of First Refusal is not intended to infringe upon the ability of a mortgage lender to recapture any money owed by the affordable unit's owner. The intent is to ensure affordability of the unit for eligible households.

Implementing Regulations

Regulations to further specify the details of the parameters outlined in this Annual Plan, shall be developed, including, but not limited to:

1. Specific methodology for income verification; and
2. Underwriting criteria.

Attachments

2018 Housing Trust Fund Application
Subsidized Housing Development Since 2000

City of Portland

Affordable Housing Development

Housing Trust Fund Application



July 1, 2018 – June 30, 2019

Applications will be accepted until all budgeted funds have been allocated.

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I. GENERAL INFORMATION

A. Availability of Funding

The City of Portland has made the development of affordable housing a priority use for its local Housing Trust Funds, as is identified in the City Code of Ordinances, Chapter 14 Division 31 Section 489. To accomplish this priority, the City of Portland will accept applications for the development of affordable housing in the City of Portland.

The City of Portland's Division of Housing and Community Development uses an application process to ensure that public funds are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants. Applications will be accepted until all budgeted funds are allocated. The City of Portland reserves the right to partially fund application requests or deny any application that does not meet the application criteria.

In FY 2018-2019, the City of Portland is making available Housing Trust Funds in the amount of \$XXXXXX.

B. General Guidelines

Activities eligible for funding from the Housing Trust Fund are those that promote, retain and create an adequate supply of housing, particularly affordable housing for all economic groups, and to limit the net loss of housing units in the city. Mixed income projects are eligible and encouraged, however not all units in a mixed income project will be eligible for funding through the Housing Trust Fund. Projects with mixed unit types including efficiencies, one, two and three bedroom units are eligible.

This application outlines the selection criteria which all projects applying for these funds must meet, as well as scoring factors which will be used by the City of Portland to evaluate the applications.

C. Local Requirements

Fair Housing and Equal Opportunity

[Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) (HUD implementation regulations 24 CFR Part 1); The Fair Housing Act (42 U.S.C. 3601-3620)(24 CFR Part 100-115); Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)(24 CFR Part 107); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)(24 CFR Part 146).]

The Fair Housing Act prohibits discrimination in all housing-related transactions based on race, color, national origin, religion, sex, disability, age or familial status. It also includes minimum accessibility design requirements for all new construction and rehabilitation projects and requires that reasonable accommodations be made in rules, policies, practices, services and reasonable structural modifications. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability and requires that everyone have equal opportunity to obtain housing built with federal funds.

Affirmative Marketing

Developers must have tenant selection policies and criteria to ensure that tenants are selected for occupancy at the property in a fair and equitable manner. Tenant selection policies must be based on objective criteria that expressly prohibit bias. Tenant selection procedures should be clear and easily understood by prospective tenants. An affirmative marketing plan is required to ensure that the property serves a diverse cross-section of the population of the market area, must consist of actions to provide information and otherwise attract eligible persons in the housing market area that might not otherwise apply without special outreach, and ensure that the Housing Trust Fund-assisted housing is available to qualified applicants without regard to race, color, national origin, religion, sex, disability, or familial status.

D. Goals for the Distribution of Housing Trust Funds

The goals for the distribution of Housing Trust Funds are (1) the promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City; (2) to promote and finance the development of affordable housing consistent with the City of Portland's Comprehensive Plan. The City of Portland seeks development projects with a high standard of quality, design, and livability. Projects should not require a contract or conditional zone (although other rezoning consistent with the City's Comprehensive Plan may be considered). Resolution of any zoning issues is required before City Council approval of the applicants funding request. Developments should promote efficient use of land, locations proximate to shopping, work places and community facilities. They should also incorporate high standards of energy efficiency, "green" design and socially sustainable criteria.

II. SCOPE OF SERVICES

A. General Specifications

All applications submitted for this funding must meet the following selection criteria to be considered further in the review process.

Eligible Projects

- 1) Projects must create housing units which promote economic diversity in the neighborhood in which the development is located. New construction, conversion of non-residential property to housing and rehabilitation of existing units that creates or maintains affordable units is eligible.
- 2) All projects must address the housing needs of very low, low and median income households. These income thresholds are defined as:

Very low income household. A household having an income not exceeding fifty (50%) percent of median income for area of residence as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development pursuant to 42 U.S.C. section 1437 et seq.

Low income household. A household having an income not exceeding eighty (80%) percent of median income for area of residence as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development pursuant to 42 U.S.C. sections 1437 et seq.

Moderate income household. A household having an income not exceeding one hundred twenty (120%) percent of median income for area of residence as set forth in regulations promulgated from time to time by the United States Department of Housing and Urban Development pursuant to 42 U.S.C. sections 1437 et seq.

- 3) Projects receiving funding through this application must include a written occupancy policy that prohibits smoking in the units and the interior common areas of the project in addition to including a non-smoking clause in the lease for every household and making educational materials on tobacco treatment programs available to residents through the residence service coordinator, occupancy specialist, or property manager, such as the phone number for the statewide Maine Tobacco HelpLine.

B. Site Information and Criteria

- 1) Site Control: Land or buildings proposed as part of a project under this application must have site control at the time the application is submitted in the form of title, purchase and sale agreement, option, long-term lease for a minimum of 30 years, or other acceptable method. At a minimum, site control must extend through December 31, 2018.
- 2) Local Approvals: Local land use approval is not required prior to submittal of the application, however approval is required before the City Council will approve the funding request. The applicant must submit an analysis of the project in relation to local land use regulations and site feasibility.
- 3) Applications must not require a contract or conditional zone. Resolution of any zoning issues is required before City Council approval of the applicants funding request.

C. Financial Feasibility

- 1) Financial applications must be developed in accordance with the underwriting guidelines of the primary funding source, including adequate cash flow and debt coverage ratio, and conform to the City of Portland's underwriting criteria.
- 2) Use of Housing Trust Funds: All projects will be reviewed for the proposed use of Housing Trust Funds compared to other resources. Applicants must describe the proposed mortgage and security position for the City of Portland's funding.

D. Market Demand

Applicants must provide an analysis and discussion of market demand justifying the need for the proposed project.

E. Applicant Capacity

All applicants must demonstrate capacity to develop, own and manage the proposed project. All applications must provide evidence of a development team with the capacity to successfully complete the project including:

- 1) Key staff members assigned to the project with the abilities and experience to successfully complete the project within the proposed timeframe.
- 2) An architect, general contractor and professionals on the team with the experience and capacity to complete the project.
- 3) A management team with qualified personnel and the capacity and experience to operate, manage and maintain the affordable rental property of size and mix of the proposed project.
- 4) Qualified staff with the capacity to perform ongoing property ownership requirements such as budgeting, tax accounting and oversight of management and maintenance.
- 5) A portfolio of current affordable housing projects that are financially sound and meeting their established goals.
- 6) Support Services: Applications containing rental units targeted to special needs populations must include commitments for support services to be provided to the residents and have in place a policy to make accessible units available when needed if units are occupied by someone that does not need the accessible features.

F. Term of Affordability

Affordability restrictions are required. In the case of rental or cooperative units, the units must remain affordable for the life of the housing unit which is presumed to be a minimum of thirty (30) years.

Homeownership units must include resale restrictions that maintain an "equitable balance" between the interests of the owner and the City. These restrictions must be documented and secured by a land use restriction covenant that is recorded in the Cumberland County Registry of Deeds.

G. Design Compatibility

Projects must be designed to contribute to the character of their neighborhood and adhere to the following general guidelines.

Project designs:

- 1) **MUST** comply with the City's Green Building Ordinance (Chapter 6, Article VII, Sec. 6-165) (<https://www.portlandmaine.gov/DocumentCenter/Home/View/1070>). **Please note** that the Green Building Ordinance may be more restrictive than the requirements in Maine Housing's Quality Standards and Procedure Manual.
- 2) Should establish a building form, scale, massing and rhythm appropriate for the surrounding neighborhood.
- 3) Should provide a quality design that, where possible, reinforces the public realm of open space, sidewalks and streets through appropriately scaled entries that orient to the street instead of interior blocks or parking lots, and incorporate porches, fenestration, landscaping, and architectural details.
- 4) **MUST** meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the Maine Human Rights Act for multi-family housing. Provide for universal accessibility to the extent possible.
- 5) Should provide visual and acoustical privacy between units while maximizing natural light and ventilation within units.

H. Timeframe

The applicant must describe projected dates by which commitments will be obtained; the closing will take place, construction start-up, substantial completion, final completion and occupancy. Timeframes must be realistic and achievable. All funded projects must be able to start construction within 12 months of notice of award.

III. APPLICATION REQUIREMENTS

Complete responses to this application, should include one (1) original printed version of the application with original signatures **plus** one (1) **full** electronic version, submitted via email, USB drive or CD. Printed version must be signed by an officer or employee having authority to bind the organization.

Applications must be submitted electronically and in paper form to:

City of Portland: Housing and Community Development Division
Attention: Mary Davis
389 Congress Street, Room 312
Portland, ME 04101
mpd@portlandmaine.gov
207-874-8711

A. Project Summary

A brief description of the project, no longer than two pages, to include the number and type of units, tenants or owners to be served, special features, the impact on the neighborhood and other ways the application meets the selection criteria and preference guidelines.

Photographs and maps of the site and area are required.

Note: All respondents should investigate legal and zoning requirements for proposed projects prior to submission of application.

B. All Applications Must Provide The Following:

- 1) Evidence of site control
- 2) A zoning opinion from an attorney or land use professional indicating if the project meets current zoning, or if zoning amendments will be required.
- 3) Conceptual architectural and site plans
- 4) A project schedule showing critical path events and their timeframe for completion;
- 5) Map showing location of site
- 6) Corporation/partnership articles and by-laws
- 7) Organization's DUNS Number
- 8) Applicant's audits for 3 most recent years. (If audits are not available, applicant must submit 3 years of internally prepared or CPA compiled statements AND 3 years of tax returns WITH attachments).
- 9) Most recent quarterly income and expense report (management prepared).
- 10) A brief development team summary, including:
 - The type of organization/ownership structure and organization chart if developer is not the same legal entity as the ultimate owner of the project
 - The names of Board of Directors, Corporate Officers, or Owners, as appropriate
 - Name, title and relevant experience of individuals involved in managing the business entity and this proposed project. A copy of the 501(3)(c) exemption certification
 - Brief description of similar projects completed for developer, architect, and General Contractor (if selected)
 - A list of all projects currently in development with status and projected timeframe

- 11) A sources and uses funding statement
- 12) A detailed development budget including all acquisition, construction, and soft costs, including any prefunded reserves and developer fee
- 13) Cost estimates for construction, signed by architect or GC
- 14) For renovation projects, a capital needs assessment completed by an independent party, including their qualifications to perform such assessment
- 15) Preliminary operating budget identifying rents and expenses for the first year
- 16) Projected prefunded project reserves and annual contributions to reserves
- 17) Debt service coverage ratio over the 15-year operating pro forma timeline
- 18) A 15-year operating pro forma for the project with inflators of 2% on income and 3% on expenses
- 19) Evidence of financial commitments, or explanation of the ability and timing to secure those commitments. A statement describing the applicant's capacity for and experience in raising the type of capital needed to finance projects of this size and type.
- 20) Projects serving special needs populations must provide evidence of commitments of support services, and a description of the service provider and funding cycle for those services.
- 21) Applicant must include a management plan for the long-term management of the project including manager's experience and capacity.
- 22) An analysis and discussion of market demand justifying the need for the proposed project.
- 23) **For Renovation of Operational Projects (or projects with operational components) the following items are also required:**
 - Relocation plan budget
 - Description of all current debt, operation subsidies, and services provided (as applicable)
 - Current rent roll
 - 2 years of audits for project property (if available) OR 2 years of management income and expense statements for project property
 - Most recent Quarter internally prepared income and expense statement.

IV. SELECTION PROCESS

Selection criteria will be used in reviewing and scoring the applications.

A. Point System for Evaluating and Scoring Applications (Max 100)

Proposed use of funds to achieve the City of Portland's goals and address demonstrated need. 30 points

Maximum points will be awarded for those applications that demonstrate sufficient market demand, create housing options which promote economic diversity in the neighborhood in which the development is located, are consistent with the Comprehensive Plan, leverage funds efficiently, and include a policy prohibiting smoking.

Financial feasibility, including cost, development budget operating pro forma and the provision of secured and leverage funds. 25 points

Maximum points will be awarded for those applications that include a complete set of financial documents to support the financing request, contain a realistic set of sources and uses development budgets and a pro forma operating budget, include sufficient reserves for operations and maintenance, including pre-funded reserves, and long-term financial sustainability of the project is highly likely.

Applicant's ability to complete project, including development team experience, capacity, project readiness and timeframe for completion. 25 points

Maximum points will be awarded for those applications that demonstrate the readiness of the project to proceed, a development team with a successful track record in projects of similar size, scale, type and complexity to the proposed project and the capacity to fulfill their responsibilities.

Impact on surrounding neighborhood, including design compatibility and environmental issues. 20 points

Maximum points will be awarded for those applications where site selection is appropriate for use, no zoning amendments are required, the design is consistent with neighborhood design characteristics, amenities and unit design are well thought out and appropriate, where no environmental issues have been identified and meet the requirements of the City of Portland's Green Building Ordinance.

B. Evaluation and Selection Process and Timeframe

Applications will be reviewed by an evaluation team that will include City of Portland staff. The following process will be used:

- 1) All applications will be reviewed for completeness. Only complete applications will be reviewed under the scoring factors in order to recommend the most qualified applications based on the information submitted. The application review team may confer with the applicants and/or third parties to clarify or verify information and request additional information.

- 2) Recommendations, along with all applications and scoring information, will be forwarded to the City Council's Housing Committee for review and approval. Their recommendations will be forwarded to the City Council for final review and approval.
- 3) Applicants will be kept informed throughout the review process, specifically in regard to recommendations and funding levels.
- 4) The evaluation and review process should be substantially complete within 30 days of receipt of complete application. Applicants will be notified of their application status as soon as possible.
- 5) Based on City Council approval, successful applicants will receive a letter of funds reservation. A letter of funds reservation is not a commitment letter but an agreement to set aside budgeted funds for up to six months, to allow the project sponsor to proceed with securing other commitments.

V. Instructions and Other Information

The City of Portland reserves the right, at its sole discretion, to award all, a portion, or none of the available funding from this application, as well as reject any and all applications for city funding, based on the quality and merits of the applications received, or when it is determined to be in the public interest to do so. Furthermore, the City of Portland may extend deadlines and timeframes, as needed.

Confidentiality: Applications received by the City of Portland shall become a matter of public record subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may be held from public inspection, as provided in Maine law: 5 MRSA Sections 13119-A and 13119-B.

VI. Equal Employment Opportunities

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

VII. Reservation of Rights

The City of Portland reserve the right, at its sole discretion, to award all, a portion, or none of the available funding from this application, as well as reject any and all applications based on the quality and merits of the applications received, or when it is determined to be in the public interest to do so. Furthermore, the City of Portland may extend deadlines and timeframes, as needed.

The selection of a proposal through this application process does not guarantee any other City approvals. All projects will be subject to the City's standard development review process. Similarly, *selection of a proposal through this application process does not signify that the City will not request modifications to the proposed development plan or negotiate additional details, covenants or terms that are not specifically outlined in this application.*

The City of Portland reserves the right to substantiate any proposers' qualifications, capability to perform, availability, past performance records and to verify that the applicant is current in its financial obligations to the City of Portland.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

The successful applicant shall agree to defend, indemnify and save the City of Portland harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will

produce evidence satisfactory to the City of Portland's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City of Portland, and naming the City of Portland as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Pursuant to City of Portland procurement policy and ordinance, the City of Portland is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City of Portland. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Applicants who are delinquent in their financial obligations to the City of Portland must do one of the following: bring the obligation current, negotiate a payment plan with the City of Portland's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful applicant.

The City of Portland, Maine, reserves the right to waive any informalities in applications, to accept any application or portion thereof, and, to reject any and all applications, should it be in the best interest of the City of Portland to do so.

It is the custom of the City of Portland, Maine to pay its bills 30 days following the receipt of correct invoices for all items covered by the approved application.

VIII. APPLICATION SIGNATURE PAGE

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this application as principal, that it is made without any connection with any other person(s), firm or corporation submitting a application for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their application is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this application or in any portion of the profits that may be derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City of Portland employee who would be paid to perform services under this application. An example of indirect interest would be a City of Portland employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____ FEDERAL TAX ID NUMBER: _____

DUNS NUMBER: _____

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. This sheet must be signed and returned with the application package.

Subsidized Housing Development in Portland Since 2000

No.	Owner/Project	Units	HOME	HDF	CDBG	HTF	TIF	NSP
1	Adams School	16	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,710,000
2	Rosa True School	10	\$ 118,500	\$ -	\$ -	\$ -	\$ -	\$ -
3	53 Danforth	43	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ -
4	Bayside Anchor	45	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
5	134 Washington Ave	18	\$ 522,448	\$ -	\$ -	\$ -	\$ 207,116	\$ -
6	17 Carleton	37	\$ -	\$ -	\$ -	\$ -	\$ 726,000	\$ -
7	409 Cumberland	57	\$ 500,000	\$ -	\$ -	\$ -	\$ 759,392	\$ -
8	65 Munjoy	8	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -
9	Florence House	25	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -
10	Fore River	20	\$ 388,474	\$ -	\$ -	\$ -	\$ -	\$ -
11	IRIS Park Apartments	31	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
12	Logan Place	30	\$ 435,000	\$ -	\$ -	\$ -	\$ -	\$ -
13	Oak Street	37	\$ -	\$ -	\$ -	\$ 380,585	\$ -	\$ -
14	Pearl Place - Phase I	60	\$ 427,000	\$ -	\$ -	\$ -	\$ 615,502	\$ -
15	Pearl Place - Phase II	54	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -
16	Unity Village	33	\$ 86,500	\$ -	\$ 363,863	\$ -	\$ -	\$ -
17	Bayside East	20	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
18	Elm Terrace	38	\$ 403,795	\$ -	\$ -	\$ -	\$ -	\$ -
19	Shalom House	10	\$ 93,000	\$ -	\$ -	\$ -	\$ -	\$ -
20	Island View Apartments	70	\$ 71,015	\$ 192,639	\$ 136,346	\$ -	\$ -	\$ -
21	Peaks Senior Housing	12	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
22	Peninsula Community II LP	16	\$ 307,700	\$ -	\$ -	\$ -	\$ -	\$ -
23	Peninsula Community III LP	10	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
24	Peninsula Community LP	12	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
25	St. Doms Family Housing	12	\$ -	\$ 436,500	\$ -	\$ -	\$ -	\$ -
26	Valley Street	24	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -
27	Walker Terrace	40	\$ 382,000	\$ 220,000	\$ -	\$ -	\$ -	\$ -
28	Wellesley Estates	45	\$ -	\$ 256,000	\$ -	\$ -	\$ -	\$ -
29	Yale Court	30	\$ 150,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -
30	Motherhouse	88	\$ 627,223	\$ -	\$ -	\$ -	\$ -	\$ -
		Units	HOME	HDF	CDBG	HTF	TIF	NSF
	Total	951	\$7,197,655	\$1,555,139	\$500,209	\$555,585	\$2,308,010	\$1,710,000

Total City Investment	\$13,826,598
Avg. City Contribution/Unit	\$14,539.01

Last Updated 02-20-2018

O:\HCD\Housing\Housing Data\Housing Developments

Order 264-17/18
Tab 27 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER PROPOSING THE DISCONTINUANCE OF A PUBLIC EASEMENT ON
LANCASTER STREET**

ORDERED, that the City Council for the City of Portland hereby proposes the discontinuance of a public access easement located on a parcel of land formerly comprising a portion of Lancaster Street, which portion was discontinued as a public street by order of the City Council on June 15, 1981. Said public easement is proposed to be discontinued for a distance of approximately two hundred and one (201) feet beginning at Hanover Street and ending at Parris Street. The public easement begins at the point of intersection of the centerline of a strip of land formerly comprising a portion of Lancaster Street with the westerly sideline of Hanover Street at a point on said westerly sideline of Hanover Street 461.67 feet northerly along said sideline from the northerly sideline of Portland Street; thence a distance of 201.30 feet to a point on the easterly sideline of Parris Street 458.81 feet northerly along said sideline from the northerly sideline of Portland Street; Said public easement being thirty (30) feet in width and lying fifteen (15) feet on either side of the above described centerline as shown more particularly on a plan titled "Lancaster Street Extension" on file at the City Engineer's Archives as Plan 182/8; and

BE IT FURTHER ORDERED, that the Right to enter into this portion of Lancaster Street for the purposes of maintenance, repair or replacement of the existing sewer known as the North Side Interceptor Sewer shall be reserved unto the City of Portland until such time said sewer is abandoned or discontinued; and

BE IT FURTHER ORDERED AND ADJUDGED, that the sole abutting owner is the City of Portland, Maine which is the petitioner for such discontinuance and no damages shall be paid to any such abutter.

Date of Order: _____

SIGNATURES APPEAR ON THE NEXT PAGE

Mayor Ethan K. Strimling

Councilor Belinda S. Ray

Councilor Spencer R. Thibodeau

Councilor Brian E. Batson

Councilor Justin Costa

Councilor Kimberly M. Cook

Councilor Jill C. Duson

Councilor Pious Ali

Councilor Nicholas M. Mavodones, Jr.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Portland City Council

FROM: Greg Mitchell, Economic Development Director

DATE: June 6, 2018

SUBJECT: Authorizing Discontinuance of Public Easement and Retention of Utility Easement along Lancaster Street between Parris Street and Hanover Street on the 82 Hanover Street Property

SPONSOR: Economic Development Committee, Councilor Justin Costa/Chair; Meeting held June 5, 2018, and the vote was unanimous (3-0).

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: June 18, 2018 Final Action: July 16, 2018

Can action be taken at a later date: ___ Yes ___ No (If no why not?) Time-is-of-the-essence for the Purchaser of 82 Hanover Street to close on the property sale.

PRESENTATION: Greg Mitchell, Economic Development Director/5 Minutes

I. SUMMARY

The Planning Board approved the 82 Hanover Street Site Plan on May 17, 2018. The Site Plan proposed certain improvements to be located in the Lancaster Street right of way (located between Parris and Hanover Streets), which was discontinued as a public street in the 1980s, but the Lancaster Street area still includes a public easement for vehicular and pedestrian access as well as a utility easement. The Planning Board approved the site plan (copy attached), conditioning the proposed improvements in the Lancaster street right-of-way on the discontinuance of the public easement and the provision of a new 10-foot wide public pedestrian easement to provide midblock pedestrian permeability. The 10-foot wide pedestrian easement will be located on the 82 and 44 Hanover Street property line – 5 feet on 82 Hanover Street and 5 feet on 44 Hanover Street. It is proposed that the City will reserve these easements when it sells the parcels. See attached drawing. The 30-foot wide utility easement in the Lancaster Street area will be retained and will restrict development activity within the utility corridor.

II. AGENDA DESCRIPTION

On October 2, 2017, the City Council approved the Purchase and Sale Agreement with Tom Watson Watson & Co., LLC (“Purchaser”) for its purchase of approximately 1.25 acres of land located at 82 Hanover Street for the purchase price of \$2,350,000. See attached Purchase and Sale Agreement.

The Purchaser then submitted a Site Plan application to the Portland Planning Board, which was approved on May 17, 2018. All site plan improvements proposed for the Lancaster Street right-of-way were conditioned upon the discontinuance of the public easement and the provision of a 10-foot wide public pedestrian easement to provide midblock permeability. The 10-foot wide pedestrian easement will be located on the 82 and 44 Hanover Street property line – 5 feet on 82 Hanover Street and 5 feet on 44 Hanover Street. See attached drawing. The 30-foot wide utility easement will be retained and will restrict development activity within the utility corridor.

The approved Site Plan and project includes adaptive reuse of the 1940's Department of Public Works building with retail, restaurant, bar/eatery, brewery, fitness center, office space, and the following improvements: 39 newly paved parking spaces with landscaping, new concrete sidewalks, street trees, and lights along Parris and Hanover Streets. The site plan also includes outdoor seating areas within the Lancaster Street right-of-way and a 10' wide public pedestrian easement to provide midblock permeability.

III. BACKGROUND

It has been the long-term goal to sell this and other Public Works Bayside properties per the Year 2000 Bayside Vision. To support these property sales, the City Council approved the acquisition of property along Canco Road which has been and continues to be redeveloped to support the relocation of Public Works operations from Bayside and other City Departments.

The subject property has been used for Public Works plowing operations.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intended result would be the discontinuance of vehicular and pedestrian access along this portion of the former Lancaster Street in order to allow for the development of the property as proposed by the developer. In order to effectuate the conditions placed on the site plan approval, a 10' pedestrian easement is also required. Because the City currently owns the property and can simply reserve those easements when it sells each parcel, it is proposed that the P&S Agreements be amended by agreement of the parties to authorize that reservation. The discontinuance and new pedestrian easement will help facilitate the sale of this property to support mixed use development in Bayside, while continuing to provide a pedestrian easement in this area. It also supports the Council's long-term goal to sell Public Works Bayside properties to support Public Works relocation out of Bayside.

V. FINANCIAL IMPACT

There is no financial impact on amending the right-of-way easement.

VI. STAFF ANALYSIS AND BACKGROUND

Staff supports discontinuing the public easement and retaining the existing utility easement. Recommended future action includes amending the Purchase and Sale Agreements to retain two 5' pedestrian easements over 82 and 44 Hanover Street in order to ensure ongoing pedestrian permeability, and, as recommended by the EDC, to prohibit parking in the discontinued public easement area.

VII. RECOMMENDATION

The EDC voted 3-0, pursuant to 23 M.R.S.A. 3026-A, to recommend approval to the City Council to discontinue the public easement using the following process:

City Council Process

Discuss the proposed public easement at its public meeting on June 18, 2018 and vote to order the discontinuance of a public easement as outlined above and order that notice of the proposed discontinuance be filed with the Clerk's office. Proposed Motions accomplishing this will be included in the back up materials. Directly after the vote (which will officially "recommend" the discontinuance), take public comment on the proposed discontinuance. This process of proposing the discontinuance and then taking public comment is a bit different than the Council's usual process but it is required under the statute.

Because the discontinuance is only of the public easement, there are no current abutters other than the City, and this is being done at the request of the purchaser, no damages are needed.

Thereafter, on July 16, 2018 (which is more than the required 10 business days from the hearing on the 18th), the Council would take a final vote on the Order of Discontinuance and waiver of damages. Additional public comment on the discontinuance is not required at this time. Staff further recommends that, at its July 16 public meeting, the Council authorize the amendment of the purchase and sale agreements for 82 and 44 Hanover Streets to reserve 5' wide pedestrian easements along Lancaster Street as depicted on the attached plan. If the Council approves the Order of Discontinuance, the Clerk will record a certificate in the Cumberland County Registry of Deeds. The discontinuance will become effective on the day the certificate is recorded

VIII. LIST ATTACHMENTS

Proposed Motions

82 Hanover Street Planning Board approved site plan.

Drawing No. EX-01 showing the portion of the Lancaster Street Easement (between Parris and Hanover Street) and the proposed location for the new pedestrian easement.

82 Hanover Street Purchase and Sale Agreement.

Proposed Motions:

"I move that the Council order the discontinuance of the public easement located on a parcel of land formerly comprising a portion of Lancaster Street, which portion was discontinued as a public street by order of the City Council on June 15, 1981. Said public easement being approximately thirty (30) feet wide beginning from a point on the westerly sideline of Hanover Street and extending in a generally westerly direction for a distance of approximately 201 feet to a point on the easterly sideline of Parris Street as more particularly described in proposed Order ___ and that because the sole abutting owner is the City of Portland, Maine, which is the petitioner for such discontinuance, no damages be paid.

"I move that the City Council issue and file with the City Clerk an Order of Discontinuance that accurately reflects the action taken by the Council to discontinue the public easement in this former portion of Lancaster Street."

SPACE AND BULK STANDARDS			
B-E-7	REQUIRED	EXISTING	PROPOSED
MIN LOT SIZE	NONE	57,936 SF	57,936 SF
MIN STREET FRONTAGE	NONE	788 FT.	788 FT.
MIN FRONT YARD SETBACK	NONE	63 FT.	63 FT.
MIN FRONT STREET SETBACK	NONE	63 FT.	63 FT.
MIN REAR YARD SETBACK	NONE	35.8 FT.	35.8 FT.
MIN SIDE YARD SETBACK	NONE	5.34 FT.	5.34 FT.
MIN LENGTH OF BUILDING WALL TO STREET FRONTAGE	1 MIN. 75% OF LOT STREET FRONTAGE	KENNEBEC = 111 FT PARKS = 205.3 FT HANOVER = 184.4 FT	KENNEBEC = 111 FT PARKS = 205.3 FT HANOVER = 184.4 FT
MIN LOT COVERAGE	100%	87%	87%
MIN RESIDENTIAL DENSITY	NONE	N/A	N/A
MIN BUILDING HEIGHT	102 FT.	87 FT.	87 FT.
MIN PARKING	2 PER TO REQUIRED VEHICLE SPACES = 12 SPACES	48	38
MIN DRIVEWAY	12 FT.	12 FT.	12 FT.

PARKING REQUIREMENTS			
UNIT	SOURCE-FACT	USER TYPE	REQUIRED SPACES
1	2,362	BAR/VEHICLE	1 SPACE/100 SF
2	3,168	RESTAURANT	1 SPACE/150 SF
3	4,837	INDUSTRIAL (PRODUCTION)	1 SPACE/1,000 SF IN EXCESS OF 2,000 SF
4	2,264	RETAIL	1 SPACE/200 SF IN EXCESS OF 2,000 SF
5	1,281	OFFICE SHOP	1 SPACE/200 SF IN EXCESS OF 2,000 SF
6	1,423	RETAIL	1 SPACE/200 SF IN EXCESS OF 2,000 SF
7	1,387	ART GALLERY	1 SPACE/200 SF IN EXCESS OF 2,000 SF
8	1,653	RETAIL	1 SPACE/200 SF IN EXCESS OF 2,000 SF
9	2,292	RETAIL	1 SPACE/200 SF IN EXCESS OF 2,000 SF
10	1,785	BAR/VEHICLE	1 SPACE/100 SF
11	2,813	FITNESS CENTER	1 SPACE/400 SF
12	6,531	BREWERY	1 SPACE/100 SF
TOTAL 1	1,000	PORT PROPERTIES	1 SPACE/400 SF
TOTAL 2	1,893	OFFICE USER	1 SPACE/400 SF
			TOTAL = 81 SPACES

PLANT SCHEDULE			
ID	POTENTIAL NAME	COMMON NAME	QTY
01	TRIED		
02	CARPENUS CALZADIANA	AMERICAN HORNETBUSH	4
03	AZAR BURNING	ARMSTRONG RED MAPLE	4
04	CLETHRA AMPPELPA	SUMMERSWEET	8
05	HYDRIC GALE	SWEET GALE	7
06	ERINANDUS	CORDON ROUGE	41
07	CALAMAGROSTIS ALTOFLORA 'RAIN FOREST'	KARL FORESTER	3

NOTES:

EXISTING SIGNAGE AS SHOWN ON SITE PLAN SHALL BE 4" HIGH STRIPPING SHALL BE WHITE UNLESS OTHERWISE NOTED.

EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED BY OWNER.

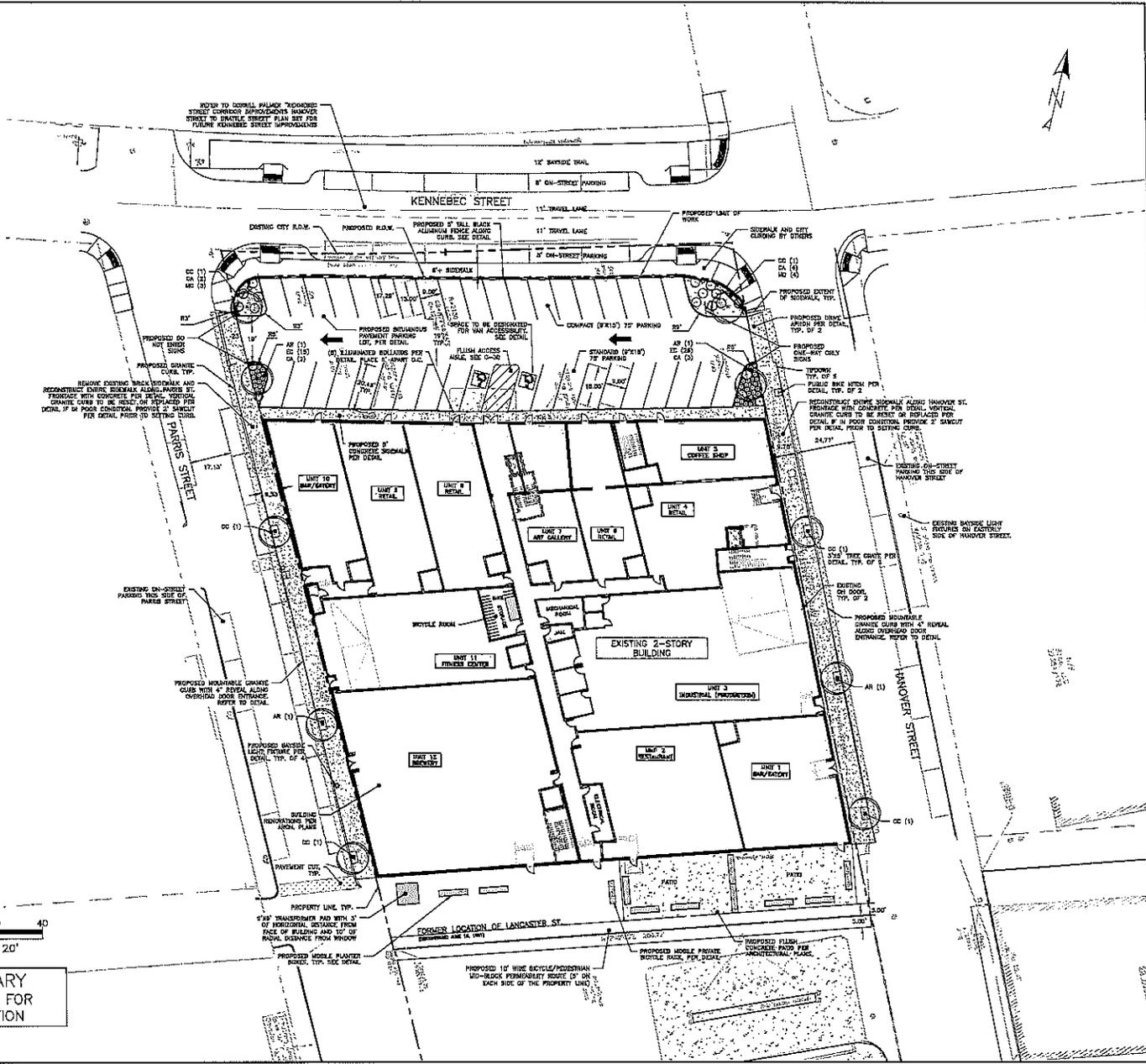
CLUBS TO BE REMOVED, STOCKPILES AND DEBRIS IN ACCORDANCE WITH DETAIL. BRONZE CURBS SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED BY THE CONTRACTOR'S SUPPLIER.

CONTRACTOR SHALL PLACE NEW CURBING IN LOCATIONS AS NOTED HEREON. EXISTING CURBING, IN ACCORDANCE WITH METAL FOR PURPOSES OF SIGNING. CONTRACTOR SHALL NOTE THAT ALL IMPROVEMENTS ALONG PARKS AND HANOVER SHALL BE RECONSTRUCTED IN ACCORDANCE WITH DETAIL, AND THAT EXISTING SIGNAGE HAS NOT CURRENTLY MET CITY OF PORTLAND STANDARDS.

ALL PAVEMENT JOINTS SHALL BE SAWCUT AND TACK COATED PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.

PARKING SUMMARY	
PARKING DIMENSION	# PARKING SPACES
STANDARD (5'X10')	15
COMPACT (5'X7')	19
ADA (8'X12')	3
TOTAL SPACES	37

LEGEND	
MAJOR PAVEMENT	ASSOCIATED AREAS
[Symbol]	BRICK
[Symbol]	GREEN SPACE
[Symbol]	CONCRETE



PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY
CITY APP.	DATE
SITE UPDATES	DATE
CONTRACT RESPONSE	DATE
CONTRACT AGREEMENT	DATE
STAFF COMMENTS	DATE

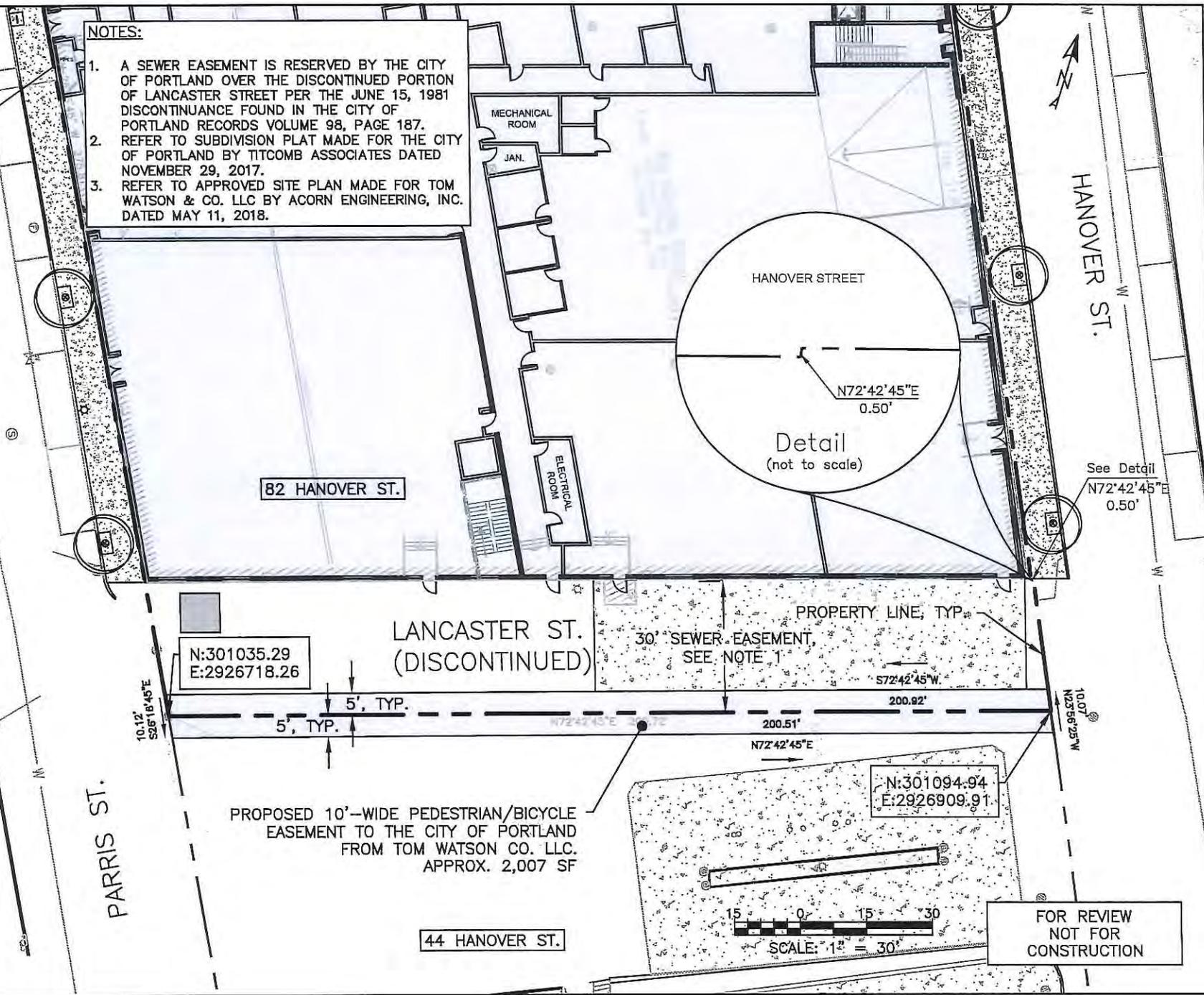
FILE: 1093_CIVIL
 SHEET: 1093
 SCALE: 1" = 20'
 DESIGNED BY: WHS
 DRAWN BY: SJC
 CHECKED BY: WHS

PROJECT NAME: B2 HANOVER STREET REDEVELOPMENT
 PROJECT NUMBER: 1093
 CLIENT: TOM WATSON & CO., LLC
 ADDRESS: 1000 WASHINGTON ST., PORTLAND, ME 04101
 PHONE: (207) 774-1833

DRAWING NO. C-10

NOTES:

1. A SEWER EASEMENT IS RESERVED BY THE CITY OF PORTLAND OVER THE DISCONTINUED PORTION OF LANCASTER STREET PER THE JUNE 15, 1981 DISCONTINUANCE FOUND IN THE CITY OF PORTLAND RECORDS VOLUME 98, PAGE 187. REFER TO SUBDIVISION PLAT MADE FOR THE CITY OF PORTLAND BY TITCOMB ASSOCIATES DATED NOVEMBER 29, 2017.
2. REFER TO APPROVED SITE PLAN MADE FOR TOM WATSON & CO. LLC BY ACORN ENGINEERING, INC. DATED MAY 11, 2018.



ISSUED FOR	BY DATE
CITY REVIEW	WHS 5/29/18
	REV DATE

DRAWING NAME:
LANCASTER PEDESTRIAN EASEMENT

PROJECT NAME:
82 HANOVER REDEVELOPMENT

CLIENT:
TOM WATSON & CO. LLC

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

FILE:	1093 CIVIL
DATE:	5/29/2018
JN:	1093
SCALE:	1"=30'
DESIGN BY:	SJL
DRAWN BY:	SJL
CHECKED BY:	WHS

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

EX-01

FOR REVIEW
NOT FOR
CONSTRUCTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this 29th day of October, 2017 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and Tom Watson & Co., LLC, or assigns, a Maine limited liability company having a mailing address of 104 Grant Street, Portland, ME 04101 (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, the CITY is the owner of approximately 1.25 acres of land at or near 82 Hanover Street, Portland, Maine as generally depicted as Parcel 4 on the plan attached hereto as Exhibit A together with all buildings and other improvements located thereon (the "Premises") and incorporated herein; and

WHEREAS, Buyer desires to purchase the Premises, and the City desires to convey the Premises to Buyer;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE AND EFFECTIVE DATE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land and buildings located at or about 82 Hanover Street. This Agreement shall become effective following the occurrence of both of the following: approval of this Agreement by the City Council of the City in substantially this form, and the City Manager's execution of this Agreement. The first calendar day after which both such events have occurred is hereinafter referred to as the "Effective Date". All deadlines and time periods set forth in this Agreement, including, without limitation, the Due Diligence Period, Financing Period and Closing Date shall be computed from the Effective Date.
2. **CONSIDERATION.** The purchase price for the Premises shall be Two Million Three Hundred Fifty Thousand (\$2,350,000) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") within 3 business days after the Effective Date of this Agreement that the parties agree will be held in escrow in a non-interest bearing account with CBRE | The Boulos Company; the Deposit shall be fully refundable until the later of the expiration of the Due Diligence Period or the Financing Period, as both are described herein; after the expiration of both such Periods, the Deposit shall be non-refundable except as expressly set forth herein, including, without limitation in paragraphs 3 and 10; and

- b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Subject to extension as set forth in Paragraph 3(b) and (d), Buyer will have from the Effective Date of this Agreement until 4:00 PM Eastern Standard Time on the day that is sixty (60) days after the Effective Date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as Buyer shall deem appropriate.
- b. Property Description. The property description contained in the deed will be a survey description based upon a Boundary Survey performed by a Maine Licensed Surveyor to be obtained by the City (the "Survey") which will more specifically describe the property shown on Exhibit A hereto (the "Premises Description") in form reasonably acceptable to the City and Buyer. The Premises Description will be distributed to the parties hereto at least thirty (30) days prior to expiration of the Due Diligence Period. If the Premises Description is not received by City and Buyer at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended to a date thirty (30) days after it is received. The parties will agree on the final Premises Description prior to closing. If the parties cannot agree upon the final Premises Description prior to closing, then Buyer shall have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement) or (2) waive the approval provision and close.
- c. Financing Contingency. Buyer shall have from the Effective Date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is sixty (60) days after the Effective Date of this Agreement (the "Financing Period") to obtain a commitment for commercially reasonable financing acceptable to Buyer, provided, however, if the Due Diligence Period shall be extended, then the Financing Period shall be extended to expire on the same date as the expiration of the Due Diligence Period. Buyer shall take timely and commercially reasonable steps to secure such financing. If Buyer does not obtain a financing commitment acceptable to Buyer within the Financing Period, Buyer may terminate this Agreement by notice in writing to City, or may elect to close under the Agreement despite the lack of such commitment. If Buyer so exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.

- d. Title, Survey and Environmental Objections. In addition to the Survey described above, the City agrees it has caused a Phase II Environmental study of the Premises to be performed. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters that Buyer determines materially affect insurability of title at standard rates, or the use of the Premises, the value of the Premises, the cost of development of or cost or feasibility of construction on the Premises. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing. If the Survey and any environmental study (including, without limitation any Phase II Environmental study) are not completed and distributed to the parties at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period will be extended to a date thirty (30) days after the date upon which the later of the Survey or any environmental study to be completed and received are completed and are received by Buyer and City.
- e. Option to Cure. In the event of a title, Survey or environmental objection by Buyer, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title at standard rates, free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Buyer; (ii) easements for utilities servicing the property, (iii) City ordinances, and (iv) real estate taxes not yet due and payable. Buyer further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount of the lesser of (a) the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, or (b) such other target percentage as may be approved as part of a city-wide PILOT policy that may be in effect at the time taxes are due on such property. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement

and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises, except those arising from labor or materials furnished at the City's request.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as reasonably possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any material physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, nor any studies, tests (including test borings or pits), exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or

take any other action with respect to any pre-existing environmental contamination disturbed thereby.

- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion Buyer may terminate this Agreement. If Buyer exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Buyer's one half share of Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City shall retain the deposit as its sole remedy. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance and the City agrees it shall not invoke any sovereign immunity defense nor any defense based upon its status as a City, municipality, body politic or the like, but Buyer at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit.
7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement, or Buyer may elect to close hereunder and receive an assignment of any applicable insurance proceeds payable to the City relating to such loss or damage.
8. **PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer will have an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make

no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues (other than City's agreement to obtain subdivision approval as set forth in Paragraph 10 of this Agreement) or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein except as expressly set forth herein.

9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.

10. **CONDITIONS PRECEDENT TO CLOSING.** It is a condition precedent to Closing that:

- a. The City shall obtain in form reasonably acceptable to Buyer the removal of the restrictions limiting development of or use of the Premises or otherwise burdening the Premises (hereinafter the "Deed Restrictions") stated or described in the deed to the City from the State of Maine dated September 26, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23202, Page 38.
- b. The City shall obtain Subdivision approval by the City of Portland Planning Board, in order to obtain approval for the creation of the parcel which constitutes the Premises, unless the City as Seller and Buyer agree, such Subdivision approval is not required (hereinafter the "Subdivision Approval").

In the event the City is unable to obtain Subdivision Approval and the removal of all the above Deed Restrictions prior to the Closing Date, as defined below, then the Buyer may either (1) extend the Closing Date set forth in Paragraph 11 by a time period not to exceed one hundred eighty (180) days to permit the removal of the Deed Restrictions and the approvals to be obtained or (2) elect to terminate this Agreement either prior to the scheduled Closing Date or prior to the expiration of any extension period based on an

extension as provided above. In the event Buyer shall elect to so extend the Closing Date, the City agrees to pursue the removal of the Deed Restrictions and Subdivision Approval.

If Buyer shall elect to terminate this Agreement then the City shall refund the Deposit, if previously paid, without interest, and this Agreement shall be terminated and neither party shall have any further obligations or liabilities under this Agreement, unless the parties mutually agree to extend this Agreement. Buyer acknowledges and agrees that the City is acting as Seller, and not in its regulatory capacity, in connection with this Agreement. The delivery to Buyer, and acceptance and recording by the Buyer of a deed to the Buyer of the Premises, will evidence conclusive and final consent by the Buyer to the waiver or completion of all these conditions.

11. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is the later of five months after the Effective Date of this Agreement or thirty (30) days after the later of (i) the expiration of the Due Diligence Period; (ii) the deadline for the City to resolve any title, Survey or environmental objections; or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 10 (the "Closing Date"). At the Closing:

- a. City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good, and insurable title (at standard rates) to the Premises, free and clear of all liens and encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the balance of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City); and
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the Buyer to obtain owners and lenders title insurance in form reasonably acceptable to Buyer and to Buyer's lender.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting with respect to the Closing and executing documents on behalf of Buyer are authorized to do so.

12. BUYER'S POST CLOSING OBLIGATIONS; ESCROW AGREEMENT. Buyer agrees as follows:

- a. Buyer agrees at Closing to deposit \$115,000.00 to be held in escrow (the "Escrow Account") pursuant to an escrow agreement in form mutually acceptable to Buyer and City with a mutually acceptable escrow agent.

- b. Buyer agrees to commence development of the residential project generally depicted on the plans that are attached hereto as Exhibit B and incorporated herein by reference, and which project was presented to the City's Economic Development Committee on July 19, 2017, and which shall specifically include at least twenty-three (23) new dwelling units at Buyer's property at 104 Grant Street (The "Residential Project"), within twelve (12) months after closing; provided, however, that Buyer shall be entitled to modify the Residential Project by increasing the number of residential units, modifying the size and layout of such units, or minor, non-substantive changes. Buyer shall also be entitled to modify the Residential Project in a manner deemed reasonably necessary by Buyer to obtain City Planning board, City Council or any other municipal or other necessary approval; provided, however, that such modifications shall not reduce the number of new dwelling units below 23 unless the City's land use ordinance only permits a smaller number without material modifications to the Residential Project as proposed, in which case the Residential Project shall include the maximum number of dwelling units allowed at 104 Grant Street without material modifications to the Residential Project as proposed.
- c. Buyer's commencement of the Residential Project development shall be effected by Buyer or its successors, assigns, or transferees submitting a site plan review application (an "Application") for the Residential Project within 12 months after the Closing under this Agreement.
- d. Buyer agrees to commence development of a commercial project at the Premises in substantially the form depicted on the plans that are attached hereto as Exhibit C and incorporated herein by reference, and which project was presented to the City's Economic Development Committee on July 19, 2017 (the "Commercial Project"), within twelve (12) months after closing. the Commercial Project shall be deemed to be "substantially in the form depicted on the plan attached as Exhibit C" if it proposes to include (or is constructed to include) a) multiple commercial tenant(s) which may be of varied types including retailers and others, b) rooftop decks, and c) if reasonably feasible within the existing space available, open spaces/common areas available for public use. The Commercial Project may also be modified in a manner deemed necessary by Buyer to obtain City Planning board, City Council or any other municipal or other necessary approval and the Commercial Project, if otherwise "substantially in the form depicted on the plan attached as Exhibit C" shall, notwithstanding any such modifications, continue to be so considered.
- e. Buyer's commencement of the Commercial Project shall be effected by Buyer or its successors, assigns, or transferees submitting an Application for the Commercial Project within 12 months after the Closing under this Agreement.
- f. If Buyer does not submit Applications for the Commercial Project and the Residential Project (including any modifications as described above) within one (1) year of Closing under this Agreement, then \$10,000.00 shall be released

from escrow to the City's Housing Trust Fund, and until both Applications have been filed, an additional \$10,000.00 shall be released from escrow to the City's Housing Trust Fund each ninety (90) days thereafter.

- g. Additionally, Buyer shall commence construction of the Residential Project and the Commercial Project by the later of the date that is thirty-six (36) months after Closing under this Agreement or one hundred eighty (180) days after final approval of the Projects (including, without limitation, final decisions in all applicable municipal or judicial proceedings) and the expiration of all applicable appeal periods (the "Construction Start Date"). Buyer agrees to diligently pursue all approvals for both Projects. If Buyer fails to commence construction of the Residential Project and the Commercial Project by the later of the Construction Start Date, then \$10,000.00 shall be released from escrow and to the City's Housing Trust Fund, and until construction on both Projects is commenced, an additional \$10,000.00 shall be released from escrow to the City's Housing Trust Fund each ninety (90) days thereafter. Within thirty (30) days after the commencement of construction of both Projects, the remaining balance of the Escrow Account shall be released to Buyer. If no Closing takes place under this Agreement, the Buyer shall not be required to fund the Escrow Account nor make any payment. Notwithstanding anything to the contrary above, in the event that Buyer fails to commence construction of both Projects within 5 years from the Closing Date, the entire remaining balance of the Escrow Account shall be released to the City's Housing Trust Fund.
- h. City hereby agrees that despite the references in this Agreement to Buyer as the developer with respect to the Residential Project and the Commercial Project, that the two projects will be undertaken by two different Limited Liability Companies ("LLCs") to be formed or corporations to be formed which will be assignees of Buyer, and the City hereby consents to the same and to Buyer's assignment of its rights and obligations under this Agreement to any such LLC's or corporations, provided that Thomas Watson will be a manager or co-manager of any such LLCs and President or Vice President of any such corporations.
- i. The provisions of this section shall survive closing.

13. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

14. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for

the convenience of reference only and shall not in any way affect the substantive provisions hereof.

16. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
17. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
18. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
19. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery to the City Manager's office shall be effective as personal delivery to the City Manager on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR Buyer: Mr. Thomas Watson
Tom Watson & Co., LLC
104 Grant Street
Portland, ME 04101

With a copy to: William H. Leete, Jr., Esq.
Leete & Lemieux, P.A.
511 Congress Street, Suite 502
Portland, ME 04101

20. **SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and

all of which together shall constitute one and the same agreement.

21. **BROKERS.** The City shall be responsible for paying all its brokers, including CBRE | The Boulos Company, at closing. Buyer has no broker other than Joseph Porta of Porta & Co., who Buyer understands is to be compensated by CBRE | The Boulos Company. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

22. **RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto have caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first written above.

CITY OF PORTLAND


WITNESS

Jon P. Jennings
Its City Manager

TOM WATSON & CO., LLC



Printed Name: Thomas E. Watson
Its Manager


WITNESS

Approved as to Form:



Corporation Counsel's Office



Parcel Map

1

55 Portland Street

2

44 Hanover Street

3

56 Parris Street

4

82 Hanover Street

5

65 Hanover Street

6

178 Kennebec Street

EXHIBIT A

EXHIBIT B

BAYSIDE RFP
TOM WATSON & COMPANY
PROPOSAL FOR THE DEVELOPMENT OF A 23
UNIT APARTMENT BUILDING AT
104 GRANT STREET, PORTLAND MAINE

104 Grant St- Current Use
PORTLAND, MAINE



BAYSIDE RFP - 104 GRANT STREET
PORTLAND, MAINE

JUNE 01, 2017



1 VIEW LOOKING WEST ON GRANT STREET
ALA

PROGRESS PRINT ONLY
Not for Construction

JUNE 01, 2017

BAYSIDE RFP - 104 GRANT STREET PORTLAND, MAINE



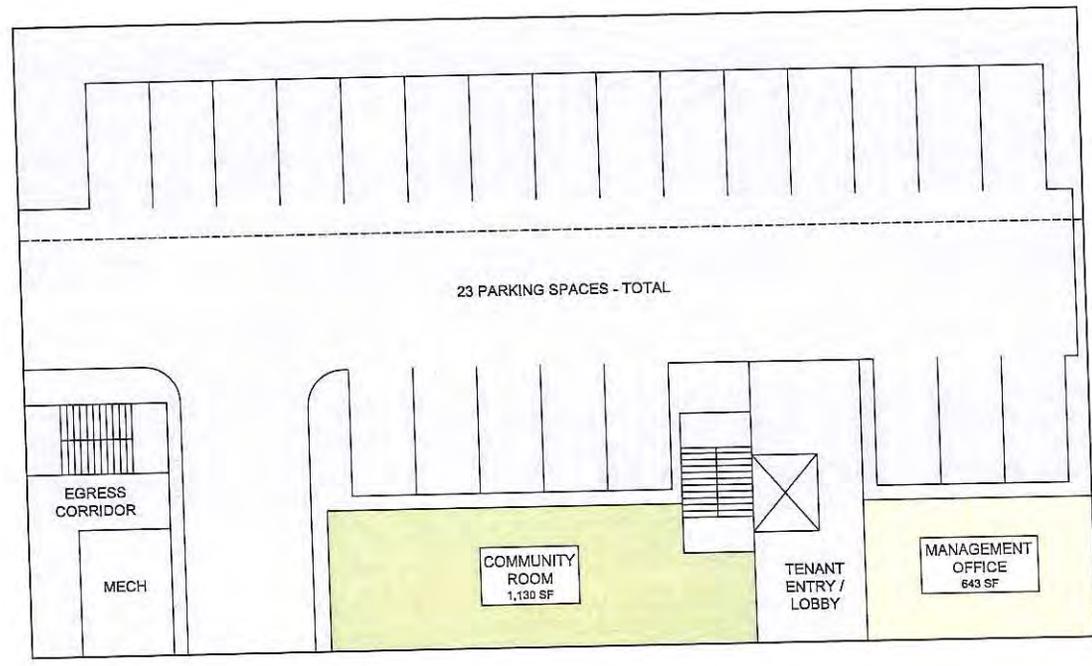
1 104 GRANT STREET - SOUTH ELEVATION
N.E.A.

PROGRESS FRONT ONLY
Not for Construction

Port Property
MANAGEMENT

RYAN SENATORE ARCHITECTURE

BAYSIDE RFP - 104 GRANT STREET
PORTLAND, MAINE
1st Floor



23 PARKING SPACES - TOTAL

EGRESS CORRIDOR

MECH

COMMUNITY ROOM
1,130 SF

TENANT ENTRY / LOBBY

MANAGEMENT OFFICE
643 SF

GRANT STREET



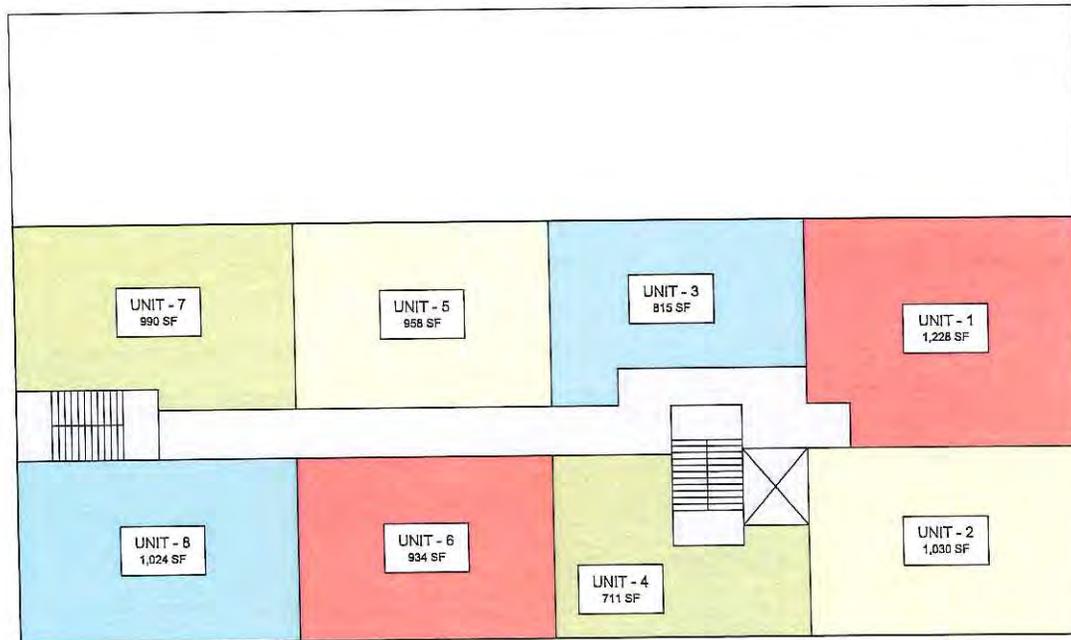
1 104 GRANT STREET - FIRST FLOOR PLAN
1/8" = 1'-0"

104 GRANT STREET BUILDING AREA	
FIRST FLOOR AREA (13,500 SF)	
COMMUNITY ROOM	1,130 SF
MANAGEMENT OFFICE	643 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 1	1,228 SF
UNIT - 2	1,020 SF
UNIT - 3	815 SF
UNIT - 4	711 SF
UNIT - 5	958 SF
UNIT - 6	834 SF
UNIT - 7	900 SF
UNIT - 8	1,024 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 9	1,220 SF
UNIT - 10	1,020 SF
UNIT - 11	815 SF
UNIT - 12	711 SF
UNIT - 13	958 SF
UNIT - 14	834 SF
UNIT - 15	950 SF
UNIT - 16	1,024 SF
FOURTH FLOOR AREA (9,375 SF)	
UNIT - 17	1,228 SF
UNIT - 18	1,020 SF
UNIT - 19	815 SF
UNIT - 20	1,645 SF
UNIT - 21	850 SF
UNIT - 22	1,024 SF
UNIT - 23	890 SF
BUILDING TOTAL = 40,229 SF	
NOTE: ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS	

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

BAYSIDE RFP - 104 GRANT STREET
PORTLAND, MAINE
2nd Floor



104 GRANT STREET BUILDING AREA	
FIRST FLOOR AREA (13,500 SF)	
COMMUNITY ROOM	1,100 SF
MANAGEMENT OFFICE	640 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 1	1,226 SF
UNIT - 2	1,030 SF
UNIT - 3	815 SF
UNIT - 4	711 SF
UNIT - 5	958 SF
UNIT - 6	934 SF
UNIT - 7	990 SF
UNIT - 8	1,024 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 9	1,226 SF
UNIT - 10	1,030 SF
UNIT - 11	815 SF
UNIT - 12	711 SF
UNIT - 13	958 SF
UNIT - 14	934 SF
UNIT - 15	990 SF
UNIT - 16	1,024 SF
FOURTH FLOOR AREA (8,775 SF)	
UNIT - 17	1,226 SF
UNIT - 18	1,030 SF
UNIT - 19	815 SF
UNIT - 20	958 SF
UNIT - 21	990 SF
UNIT - 22	1,024 SF
UNIT - 23	990 SF
BUILDING TOTAL = 40,220 SF	
NOTE: ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS	



1 104 GRANT STREET - SECOND FLOOR PLAN
 1P-116

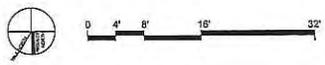
PROGRESS PRINT ONLY
 Not for Construction

RYAN SENATORE ARCHITECTURE

BAYSIDE RFP - 104 GRANT STREET
PORTLAND, MAINE
3rd Floor



104 GRANT STREET BUILDING AREA	
FIRST FLOOR AREA (13,500 SF)	
COMMUNITY ROOM	1,130 SF
MANAGEMENT OFFICE	643 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 1	1,228 SF
UNIT - 2	1,030 SF
UNIT - 3	815 SF
UNIT - 4	711 SF
UNIT - 5	898 SF
UNIT - 6	834 SF
UNIT - 7	900 SF
UNIT - 8	1,024 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 9	1,228 SF
UNIT - 10	1,030 SF
UNIT - 11	815 SF
UNIT - 12	711 SF
UNIT - 13	898 SF
UNIT - 14	834 SF
UNIT - 15	898 SF
UNIT - 16	1,024 SF
FOURTH FLOOR AREA (8,775 SF)	
UNIT - 17	1,228 SF
UNIT - 18	1,030 SF
UNIT - 19	815 SF
UNIT - 20	1,845 SF
UNIT - 21	858 SF
UNIT - 22	1,024 SF
UNIT - 23	898 SF
BUILDING TOTAL = 40,230 SF	
NOTE: ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS	

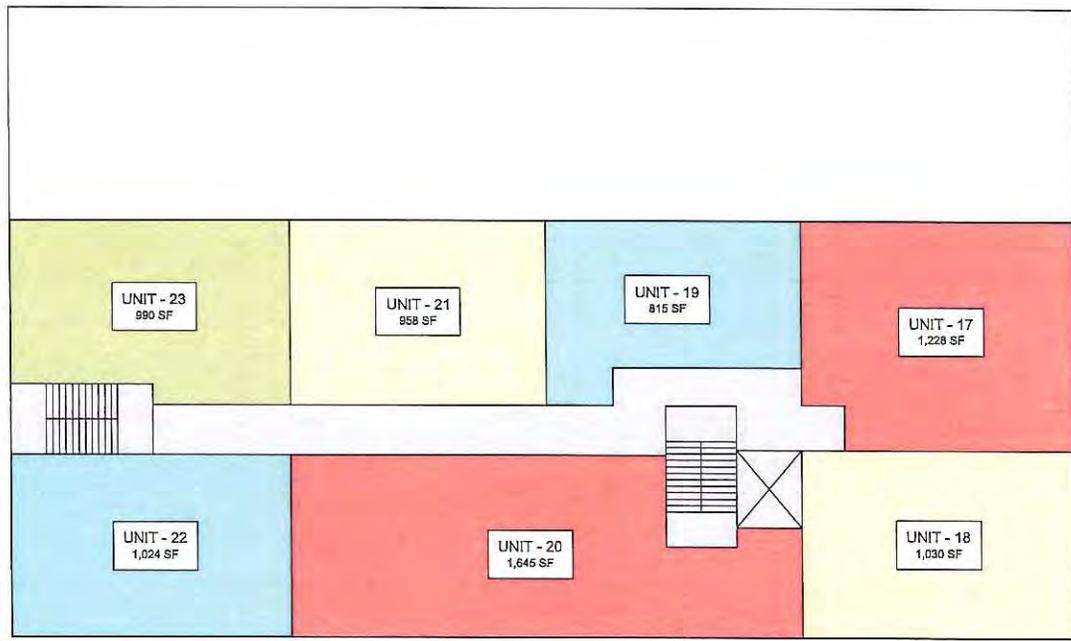


1 104 GRANT STREET - THIRD FLOOR PLAN

PROGRESS PRINT ONLY
 Not for Construction

BAYSIDE RFP - 104 GRANT STREET
PORTLAND, MAINE
4th Floor

JUNE 01, 2017



104 GRANT STREET BUILDING AREA	
FIRST FLOOR AREA (13,100 SF)	
COMMUNITY ROOM	1,150 SF
MANAGEMENT OFFICE	843 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 1	1,220 SF
UNIT - 2	1,030 SF
UNIT - 3	815 SF
UNIT - 4	711 SF
UNIT - 5	958 SF
UNIT - 6	934 SF
UNIT - 7	990 SF
UNIT - 8	1,024 SF
SECOND FLOOR AREA (8,775 SF)	
UNIT - 9	1,220 SF
UNIT - 10	1,030 SF
UNIT - 11	815 SF
UNIT - 12	711 SF
UNIT - 13	958 SF
UNIT - 14	934 SF
UNIT - 15	990 SF
UNIT - 16	1,024 SF
FOURTH FLOOR AREA (8,775 SF)	
UNIT - 17	1,228 SF
UNIT - 18	1,030 SF
UNIT - 19	815 SF
UNIT - 20	1,645 SF
UNIT - 21	958 SF
UNIT - 22	1,024 SF
UNIT - 23	990 SF
BUILDING TOTAL = 40,330 SF	
NOTE: ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS	



1 104 GRANT STREET - FOURTH FLOOR PLAN
03-17-17



PROGRESS PRINT ONLY
 Not for Construction

RYAN SENATORE ARCHITECTURE

EXHIBIT C

CITY OF PORTLAND BAYSIDE PROPERTIES TOM WATSON LETTER OF INTENT TO PURCHASE

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 - b. 44 HANOVER STREET
 - c. 56 PARRIS STREET
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3. TOM WATSON BIO
4. 82 HANOVER
 - a. STREET SCAPE-1
 - b. STREET SCAPE-2
 - c. ARCHITECT RENDERING
 - d. INTENDED FLOOR PLAN LAYOUT- FIRST FLOOR
 - e. INTENDED FLOOR PLAN LAYOUT (WITH ROOF TOP DECKS)- SECOND FLOOR
5. LANCASTER COURT- ARCHITECT RENDERING
6. 44 HANOVER
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9. 117 LOFTS: THE SCHLOTTERBECK & FOSS BUILDING (NOW A 56 UNIT APARTMENT BLDG)
 - a. EXTERIOR PICTURES
 - b. PICTURES OF APARTMENTS AS THEY ARE TODAY

DESCRIPTION OF INTENDED USE

82 Hanover

- o Relocate Port Property Management headquarters to 82 Hanover from 104 Grant Street in Parkside
- o Bring in retailers/partners who will contribute to the community as well as the economy
- o Open spaces/commons available for public use
- o Leverage large rooftop for decks and greenspace to add comfortable density to neighborhood
- o Creates opportunity for construction of 23 units on Grant Street and eliminates an office/warehouse that sits in the middle of the Parkside residential neighborhood

44 Hanover

- o 16 separate spaces all with autonomous access to the street.
- o One Central Space of over 3,500SF for a public/communal user like pub, café, eatery
- o Glass OHD to promote openness, and allow for artists and artisans to combine retail display space to their work space. Promote marketplace environment
- o Affordable/accessible to the creative community at under \$1,000/month.

Lancaster Court (between 82 Hanover & 44 Hanover)

- o Commons/courtyard space open to public for public use
- o Available for outdoor recreation including farmers market and small music venue for tenants and managers to promote work/events.
 - Display and value public art and communal aesthetic enhancements
 - Cobble stone street
 - Trees/landscaping
 - Fountain/water wall

56 Parris Street

- o 23 2 BR 2 Bath units
 - Unique product to Portland
 - Create product for families (2 bathrooms) or multiple roommates (making it affordable)
 - At 23 units, 4 stories high it is scaled to the other buildings in the neighborhood

Tom Watson & Company

Thomas Watson
(207) 252-0358

June 22, 2017

Thomas Watson founded Port Property Management in 1993 with his father Jack who later sold his half of the business to Russell Pierce (Tom's brother-in-law). Tom and Russ have had a successful partnership for the last 17 years and currently employ 41 full time employees, most of whom call Portland their home.

Port Property manages over 1,300 apartments and commercial spaces in Portland and South Portland, the bulk of which are on the Portland peninsula. All of the properties are owned by Port Property related companies.

Tom graduated with a B.A. from Stanford University in 1985 and received an MBA from Boston University in 1992.

He lives in Portland with his wife Judy and their 3 children, all of whom attend Portland Public Schools.

BAYSIDE RFP
TOM WATSON & COMPANY
PROPOSAL FOR THE DEVELOPMENT OF
82 HANOVER STREET, PORTLAND MAINE

82 Hanover Street- Streetscape, #1
PORTLAND, MAINE



BAYSIDE RPF-82 Hanover Street- Street Scape, #2
PORTLAND, MAINE

JUNE 16, 2017



1 VIEW LOOKING SOUTH EAST ON PARRIS STREET

PROGRESS PRINT ONLY
Not for Construction

BAYSIDE RFP - 82 HANOVER STREET-Rendering
PORTLAND, MAINE

MAY 11, 2017



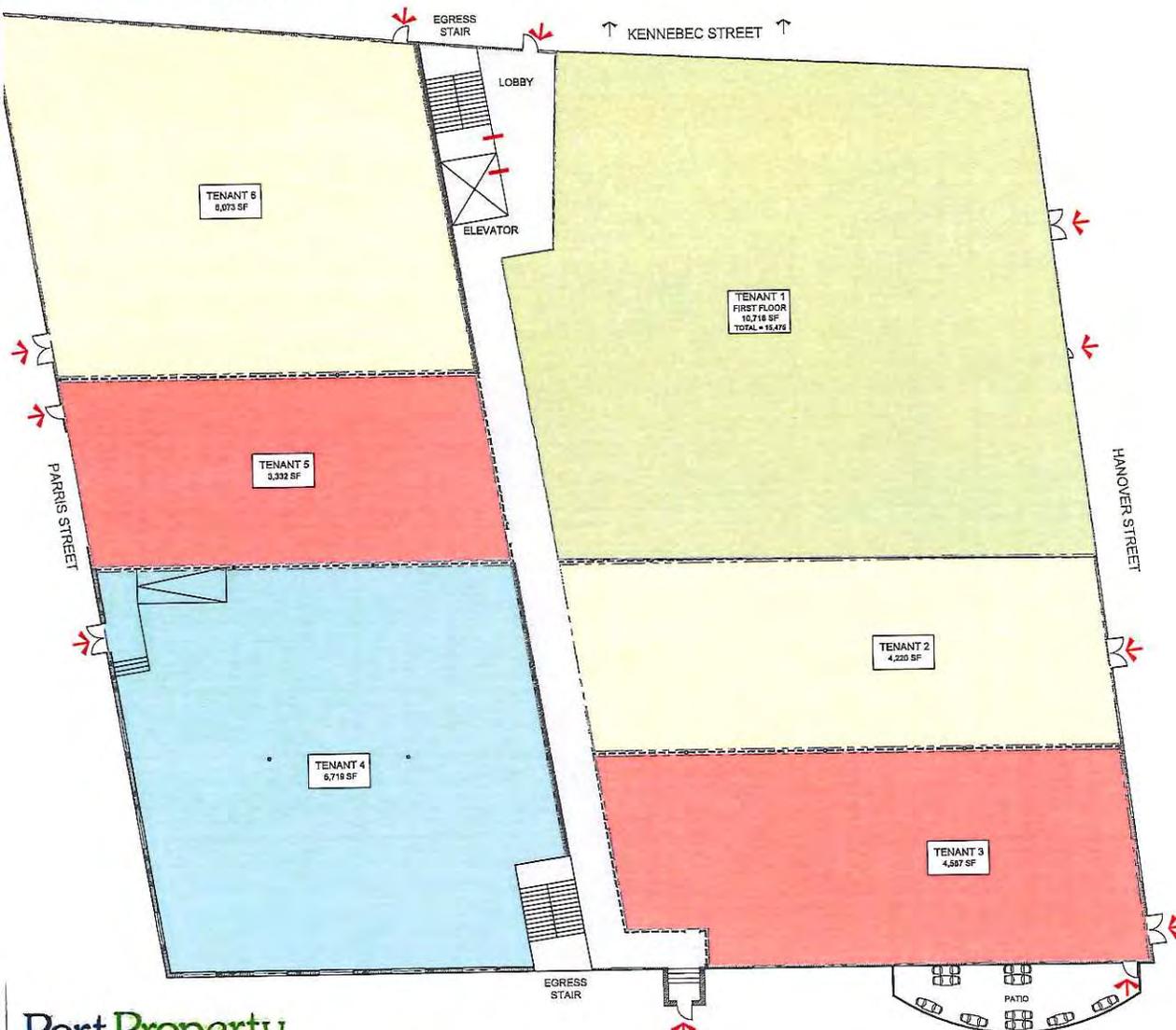
1 VIEW LOOKING SOUTH ON HANOVER STREET
K14

Port Property
MANAGEMENT

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

BAYSIDE RFP - 82 HANOVER STREET-First Floor PORTLAND, MAINE



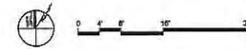
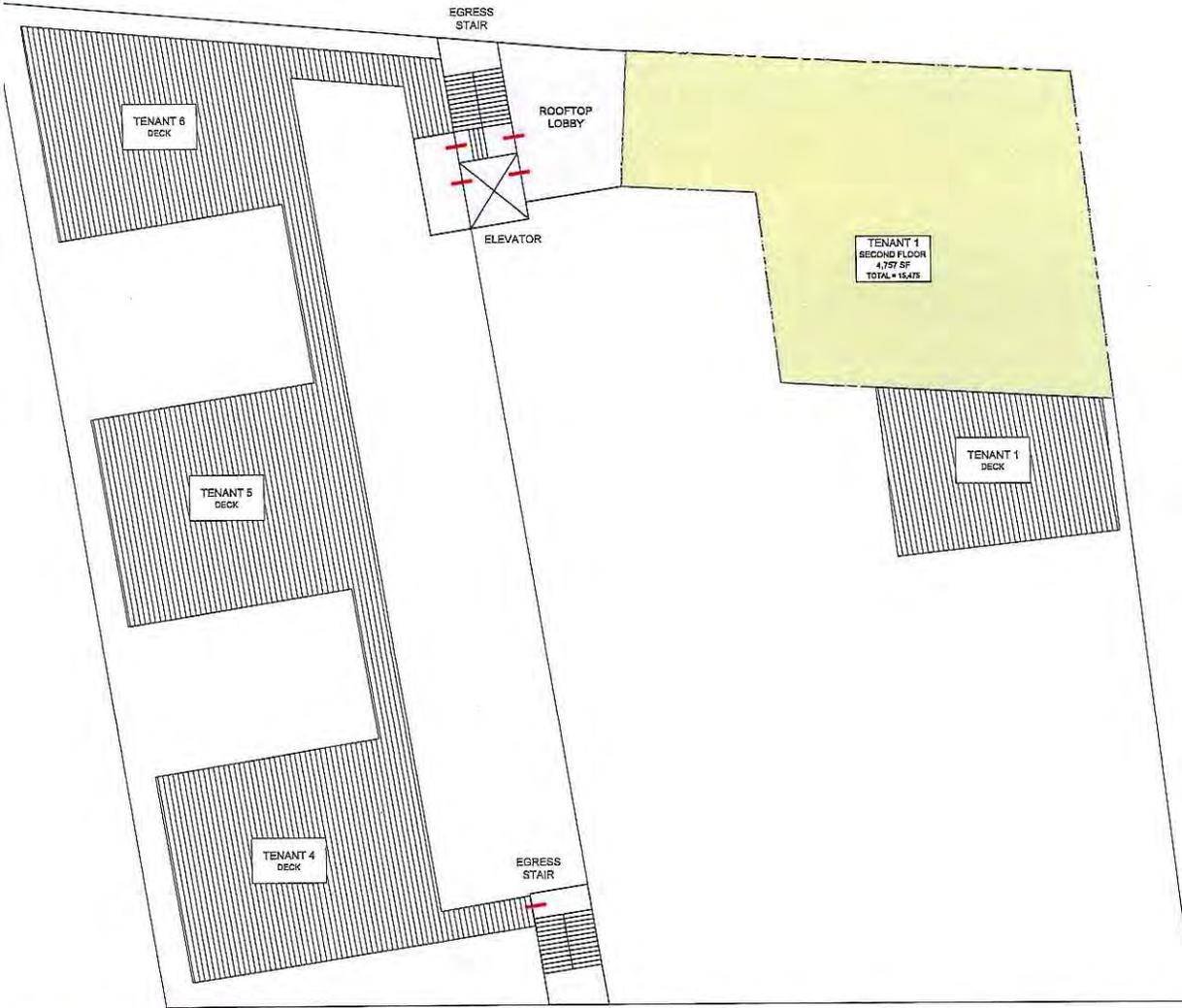
1 FIRST FLOOR CONCEPT PLAN
3/22/17

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

BAYSIDE RFP - 82 HANOVER STREET- Second Floor PORTLAND, MAINE

JUNE 12, 2017



BAYSIDE RFP - LANCASTER COURT PORTLAND, MAINE



1 VIEW LOOKING NORTH ON PARRIS STREET
RTE.

PROGRESS FRONT ONLY
Not for Construction

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER OF DISCONTINUANCE OF A PUBLIC EASEMENT
ON LANCASTER STREET**

ORDERED, that the discontinuance of a public access easement located on a parcel of land formerly comprising a portion of Lancaster Street, which portion was discontinued as a public street by order of the City Council on June 15, 1981 is hereby approved. Said public easement is discontinued for a distance of approximately two hundred and one (201) feet beginning at Hanover Street and ending at Parris Street. The public easement begins at the point of intersection of the centerline of a strip of land formerly comprising a portion of Lancaster Street with the westerly sideline of Hanover Street at a point on said westerly sideline of Hanover Street 461.67 feet northerly along said sideline from the northerly sideline of Portland Street; thence a distance of 201.30 feet to a point on the easterly sideline of Parris Street 458.81 feet northerly along said sideline from the northerly sideline of Portland Street; Said public easement being thirty (30) feet in width and lying fifteen (15) feet on either side of the above described centerline as shown more particularly on a plan titled "Lancaster Street Extension" on file at the City Engineer's Archives as Plan 182/8; and

BE IT FURTHER ORDERED, that the right to enter into this portion of Lancaster Street for the purposes of maintenance, repair or replacement of the existing sewer known as the North Side Interceptor Sewer is hereby reserved unto the City of Portland until such time said sewer is abandoned or discontinued; and

BE IT FURTHER ORDERED, that the sole abutting owner is the City of Portland, Maine which is the petitioner for such discontinuance and no damages shall be paid to any such abutter.

*Order 265 -17/18
Total 28 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROPRIATING \$1,850,000 FOR IMPROVEMENTS TO THE
PORTLAND INTERNATIONAL JETPORT PASSENGER TERMINAL**

ORDERED, that \$1,850,000 from the Portland International Jetport (Jetport) unrestricted fund balance is hereby appropriated for improvements at the Jetport passenger facility, as follows:

• Terminal Building Improvements	\$ 1,260,000
• Parking Facility Improvements	\$ 265,000
• Site Improvements:	
◦ Roadway, Sidewalk, and Directional Sign Renovations	\$ 50,000
◦ Phase 1 funding for trail along Yellow Bird Road	\$ 50,000
• Ground Service Equipment Storage Structure	\$ 130,000
• Passenger Boarding Ramp	\$ <u>75,000</u>
Total	\$ 1,850,000

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Paul Bradbury, Airport Director

DATE: June 4, 2018

DISTRIBUTION: Jon Jennings, City Manager; Mayor Strimling; Danielle West-Chuhta, Corporation Counsel; Sonia Bean; Nancy English

SUBJECT: Request for appropriation from the Portland International Jetport's unrestricted fund balance for improvements to Jetport infrastructure totaling \$1.850 million.

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: June 18, 2018 **Final Action:** July 16, 2018

Can action be taken at a later date: **Yes** **No (If no why not?)**

Action can be taken at a later date, but staff recommends action as requested to meet the seasonal construction of some elements and a desire to have certain improvements in place and benefitting passengers in the 3rd quarter of 2018.

I. SUMMARY OF ISSUE (Agenda Description)

The Portland International Jetport is requesting an appropriation from its unrestricted fund balance to make further improvements as we respond to significant passenger growth this year. Outbound capacity is up 109,000 seats or 17% in the 2nd and 3rd quarters. The Jetport completed a significant expansion in 2012 which greatly improved the passenger experience; this was followed by a \$3.975 million appropriation by the Council for passenger terminal improvements last year which are now currently underway. In 2017 the Jetport was awarded the best airport under 2 million passengers in North America for service under the Airport Council International's Airport Service Quality program. In order to maintain this level of service with rising passenger counts it is critical that we continue our infrastructure investment at the Jetport. I am proposing this appropriation to fund the following infrastructure improvements.

• Terminal Building Improvements	\$ 1,260,000
• Parking Facility Improvements	\$ 265,000
• Site Improvements:	
○ Roadway, Sidewalk, and Directional Sign Renovations	\$ 50,000
○ Phase 1 funding for trail along Yellow Bird Road	\$ 50,000
• Ground Service Equipment Storage Structure	\$ 130,000
• Passenger Boarding Ramp	\$ 75,000
Total	\$ 1,850,000

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The Jetport has experienced record passenger volumes in 2016 and 2017 handling 1.787 and 1.862 million total passengers respectively. We are on track for another record year in 2018 with passengers up 3.5% in the 1st quarter and available outbound seat capacity up 17% in the 2nd and 3rd quarters. The investment being proposed under this appropriation will provide needed short term infrastructure improvements to meet the demands of these additional passengers. A summary of each of the improvements is outlined below.

1. Terminal Improvements: This is the largest portion of this appropriation request and continues the renovations commenced under the 2017 appropriation. This item includes the installation of terrazzo tile on the upper level from gates 1-6 to more closely match the 2012 terminal expansion. This same terrazzo will also be installed on the lower level to baggage claim, providing a high traffic finish appropriate for these areas. Additionally, the existing 15 year old seating at gates 1-6 will be replaced with new seating containing integrated power connections for personal electronics. The seating will match the seating in the terminal expansion gates 7-11 and will have a more efficient layout to accommodate more passengers in the same amount of space. Lastly, this item includes upgrades to the Jetport public address system to provide integrated visual paging of messages and certain boarding announcements.
2. Parking Facility Improvements: The additional passenger traffic has resulted in capacity constraints for parking from March – May of this year. This funding will rehabilitate the discount lot off District Road which has been in continual operation since March. This item also includes improvements to the car rental facility, which is in the sublevel of the Jetport parking garage. The car rental facility restrooms will be renovated. Additionally this item includes funding for design of an elevator tower to move rental car return passengers up to level 3 of the garage allowing a convenient entrance to the terminal via the over road bridge with direct access to the security screening checkpoint. This will provide design funding only. The funding to construct the elevator tower would come under a future appropriation.
3. Site Improvements: Sections of the terminal loop roadway and all sidewalks are reaching 20 years of service and are in need of overlays. This funding will provide overlays to those areas most in need. It will also provide refinishing of directional signs along the roadway. Lastly, this item provides the first phase of funding for a proposed trail along Yellowbird Road. This trail was incorporated into the Jetport's Sustainable Airport Master Plan and is supported by the Stroudwater Village Association and Portland Trails.
4. Ground Service Equipment Storage Structure: The increasing passenger volumes and larger aircraft require additional ground service equipment including larger push back tugs, more baggage carts, and lavatory carts. It is operationally beneficial to protect this equipment during the winter so it is immediately available for service. The airlines have requested additional space for this equipment so under this item we are proposing a 4,500 square foot tensioned membrane structure located on the terminal apron near the deicing processing facility.

5. Passenger Boarding Ramp: The busy summer passenger volumes require the flexibility to enplane and deplane passengers using manual boarding ramps when all standard passenger boarding bridges are in use. This item allows the purchase of one mobile passenger boarding ramp to match the two currently owned by the Jetport.

III. INTENDED RESULT

The approval of this appropriation will allow the Portland International Jetport to invest in the infrastructure and equipment needed to meet passenger growth and maintain its best in class airport service quality.

IV. COUNCIL GOAL ADDRESSED

The Portland International Jetport provides a robust connection for the region to the national air transportation system and in doing so plays an important role in supporting the City Council's economic development goals. Approval of this project allows the Portland Jetport to make needed investment in Jetport infrastructure to better serve the nearly 1.9 million passengers using it annually.

V. FINANCIAL IMPACT

The Jetport's unrestricted cash fund balance was \$22,611,875 as of March 31, 2018 if \$6.2 million of Airport Improvement Program funds currently ready for reimbursement are included. If approved, the Jetport will use \$1.850 million of its unrestricted cash fund balance to complete these improvements. Airports, like many industries, have substantially increased their liquidity since 2008 in response to the recession. This has resulted in unrestricted cash holdings in excess of 500 days of operating expenses, a level that is high historically. The Jetport has followed this trend, as of March 31st the unrestricted cash fund balance amounts to 498 days of operating expenses on hand. At the last rating review with S&P and Moody's I outlined the Jetport's capital improvement program and noted it was our plan to maintain a more appropriate floor of 365 days of operating cash on hand. If this appropriation is approved the Jetport will remain well above this floor at 457 days of cash on hand.

The Jetport is an enterprise fund of the City that is fiscally self-sustaining. FAA grant assurances and the covenants for the Jetport's General Airport Revenue Bonds (GARBs) require all revenues generated at the Jetport be pledged to cover only Jetport expenses. The approval of this appropriation has no impact to the City of Portland's general fund or tax rate.

VI. STAFF ANALYSIS

Approval of this appropriation will provide infrastructure improvements and equipment to meet growing passenger volumes. Staff recognizes our passengers have a choice on which airport to use. The Jetport's ability to compete for passengers is directly tied to the convenience and

service it provides. The Jetport must provide a modern, efficient, convenient, and safe connection from ground to air transportation.

VII. RECOMMENDATION

Jetport staff recommends the City Council approve this request to appropriate \$1.85 million from Jetport unrestricted cash fund balance to proceed with these infrastructure investments.

VIII. LIST ATTACHMENTS

None

A handwritten signature in black ink, appearing to read "Paul B. ...", written over a horizontal line.

Signature

June 4, 2018

Date

*Order 266-17/18
Tab 29 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AMENDING THE BAYSIDE TAX INCREMENT
FINANCING DISTRICT TO SUPPORT THE ESTABLISHMENT OF AN
AFFORDABLE HOUSING DISTRICT FOR THE 178 KENNEBEC STREET
ELDERLY AFFORDABLE HOUSING PROJECT**

ORDERED, that the Bayside Tax Increment Financing District approved by City Council Order 135-03/04 and as amended by Orders 255-04/05, 239-05/06, 224-06/07, 242-07/08, 262-08/09, 217-09/10, 86-14/15 AND 13-15/16, is hereby further amended to support the establishment of an Affordable Housing District for the 178 Kennebec Street Elderly Affordable Housing Project, in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

TO: Mayor, City Manager, Assistant City Manager, City Attorney, Sonia Bean, Nancy English

FROM: Greg Mitchell, Economic Development Director

DATE: June 12, 2018

SUBJECT: Amendment to the Bayside TIF District to support establishment of an Affordable Housing District for the 178 Kennebec Street Elderly Affordable Housing Project

SPONSOR: Councilor Justin Costa, Chair of the Economic Development Committee. This item will be presented to the EDC for their vote on June 19, 2018.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: June 18, 2018 2nd Reading/Final Action: July 16, 2018

Can action be taken at a later date: X No

Action is needed on July 16, 2018 in order to meet Maine State Housing Authority Program application deadlines for the Proposed Elderly Housing Project.

PRESENTATION

Presenter: Greg Mitchell/5 Minutes

I. ONE SENTENCE SUMMARY

Amending the Bayside Tax Increment Financing (TIF) District is proposed to support the establishment of an Affordable Housing District for an elderly affordable housing project located at 178 Kennebec Street.

II. AGENDA DESCRIPTION

City Council approval is proposed to amend the Bayside TIF District to establish an Affordable Housing District for the 178 Kennebec Street elderly affordable housing project.

III. BACKGROUND

The sale of City owned 178 Kennebec Street property (former City Public Works property) to Ross Furman with his development partner, the Szanton Company, will result in taxable property with ground level commercial space and an elderly affordable housing project located on upper floors. The proposed project is a two-unit condominium, including ground level commercial space (Unit 1) and upper floor affordable residential units (Unit 2).

The ground level Condominium Unit 1 is proposed to remain in the existing City Council approved Bayside TIF District and Unit 2 (upper floor affordable elderly affordable housing project) is proposed to be included in an Affordable Housing TIF District. The affordable housing project is the subject of an affordable housing TIF District proposal.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intended result is approval of the Bayside TIF District Amendments to support establishment of an Affordable Housing District for the 178 Kennebec Street elderly affordable housing project.

The City goal is to expand the supply of affordable housing.

V. FINANCIAL IMPACT

The proposed sale of City owned (tax exempt) property will result in taxable property which will include ground level space and upper floor residential affordable units. The estimated municipal taxable value of the ground level commercial space is \$550,000 (which would bring in \$11,907 at the FY18 mil rate), and the estimated municipal taxable value of the upper floor residential project is \$4.3 million.

VI. STAFF ANALYSIS

The proposed approach includes amending the Bayside TIF District to allow the commercial portion of the 178 Kennebec Street Project to remain in the Bayside TIF District and support the establishment of an Affordable Housing TIF District on the upper floor residential portion of the project.

VII. RECOMMENDATION

Staff recommends the approval of the Proposed Bayside TIF District Amendments in substantial conformance as presented.

The EDC will hold a public hearing on June 19, 2018 to discuss and take action on the proposed Bayside TIF District Amendments.

VIII. LIST ATTACHMENTS

- Proposed Amendments to the Bayside TIF District are attached:
 - o In Marked Revision Format; and,
 - o Clean Format

City of Portland

Bayside Economic Redevelopment Program and Tax Increment Financing Program

Prepared by:

The City of Portland Economic Development Department

Enacted by the Portland City Council March 17, 2003

Amendment #1 from MDECD Includes City Council Actions on:

July 6, 2005 – Expand Footprint and Amend OAV;

November 21, 2005 – Reduce Footprint for Pearl Place Affordable Housing TIF;

June 5, 2006 – Authorizing Credit Enhancement Agreements (CEA) with Capital
LLC; and, Southern Maine Student Housing, LLC

Amendment #2 from MDECD Includes City Council Action on:

June 4, 2007 to Amend CEA with Atlantic Bayside Trust LLC (formerly
Capital LLC)

Amendment #3 from MDECD Includes City Council Action on:

November 17, 2008 to Extend Term additional Ten Years to FY2033, and
amended public projects.

Amendment #4 from MDECD Includes City Council Action on:

May 18, 2009 Amending Captured Value For FY10

Amendment #5 from MDECD Includes City Council Action on:

May 17, 2010 Amending Captured Value For FY11

Amendment #6 from MDECD Includes City Council Action on:

November 17, 2014 Expanding Bayside TIF Area

Amendment #7 from MDECD Includes City Council Action on:

July 20, 2015 Amending Bayside TIF District for expanded Municipal
allowable uses for TIF Revenue Investments

**Proposed Amendment #8 to City Council 7/16/2018 for Amended District Regarding
178 Kennebec Street**

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Exhibits:

1. Revised TIF Models
2. Revised Tax Shift Models
3. Area Map Showing Site location
- ~~3.4.~~ **3(A) – Area Map Show Site Location of Amended TIF District**
4. **4(A) – Site map showing tax map location of Amended District**
5. Credit Enhancement Agreements (Approved as of 11/17/2014)
6. Statutory Thresholds and Limits
7. Portland TIF Policy of 2/4/2013
8. Notice of Public Hearing
9. City Council Minutes
10. City Council Order
11. Original Assessed Values/Assessor's Certificate

I. Introduction/Updated ~~2014~~2018

East and West Bayside continue to be gateways to Portland's peninsula. A lot of changes to East and West Bayside have occurred since the Bayside (West) TIF District was adopted by the City Council on March 17, 2003. Relocation of one scrap yard and the addition of new medical office buildings, new housing for college students, [planned market rate housing and commercial space associated with the Federated Midtown Project](#), two new grocery stores, pharmacies, and financial institutions have transformed West Bayside's industrial heritage to a more compact urban development pattern, which extends the Central Business District to I-295. [Additionally, City Council approval during 2017 and 2018, of the sale of six Bayside properties formerly occupied by the Public Works Department will continue to support area wide economic revitalization.](#)

-East Bayside has been experiencing its own transformation with new coffee shops, artist studios, and new housing. Continued attention to the West Bayside TIF District is needed to fulfill the *Bayside Vision*.

History

In 1996, the process began when the City of Portland obtained funding from the Environmental Protection Agency (EPA) to undertake a Brownfield's Pilot Project in Bayside. The City designated a ten-lot, 14-acre parcel between Oxford Street and Marginal Way as the Bayside Brownfield's Project Area and has since created a \$500,000 loan fund for the express purpose of cleaning up the site to clear the way for future development. The study area was subsequently enlarged to incorporate the area from Congress Street to I-295, and from Franklin Arterial to Forest Avenue, which is approximately 129 acres.

Since 1996, the City of Portland has been working with a team of consultants on planning for opportunities for the reuse of the Bayside land. An extensive public participation process, which involved hundreds of participants, produced a plan entitled "A New Vision for Bayside". The Bayside plan identifies the following eleven development principles and five critical actions in order to transform this area into a vital, productive and diverse urban neighborhood:

Development Principles

- Urban Gateway
- Economic and Employment Opportunities
- A Walkable District
- A Critical Mass of Dwellings
- Transit Oriented Development
- Multi-level Parking Structures
- A Neighborhood Center
- Recreation and Open Space
- A Social Service Network
- Environmental Remediation
- Scrap yard Redevelopment

Critical Actions

- Acquire the Railroad Property
- Redevelop the Scrap yard Parcels

- Build More Housing
- Create Transit Oriented Development
- Secure the Future of Portland's Social Service Network

Public participation continues to be an ongoing aspect of the Plan's implementation. The Bayside Neighborhood Association and the Bayside Community Development Corporation include neighborhood property owners, residents, commercial owners and tenants.

Since adopting the Bayside Vision Plan in December 1999 as a part of the Comprehensive Plan, the City has moved forward on several of the identified critical actions. After several years of complex negotiations with Guilford Transportation and the Maine Department of Transportation, the City purchased the Railroad property. Using Housing and Urban Development ("HUD") and Economic Development Administration ("EDA") funding, this 6+ acre parcel made the City a major property owner in the area of Bayside slated primarily for commercial redevelopment.

EDA and City Capital Improvement Funds have been used to rebuild the sewer system along Somerset Street, adjacent to the railroad parcel, as well as to extend Chestnut Street from Somerset Street to Marginal Way. These improvements were key infrastructure investments for new development in Bayside. The City continues to be committed to investing in Bayside as funding becomes available, but clearly a variety of financing mechanisms have been and will continue to be needed.

With these first actions completed, attention has been focused on the need for structured parking associated with the Federated Midtown Project. At meeting after meeting, then Bayside Development Committee (BDC) members stated unequivocally that the Bayside Plan cannot be implemented to its fullest without structured parking; and that the entire redevelopment plan hinges upon the relocation of the scrap metal recycling facilities. Furthermore, it is clear that the private sector cannot afford to make new investments in Bayside that include the cost of creating structured parking, nor can the market alone bear the cost of relocating the scrap metal recycling facilities.

The first such private development project which included constructing garages occurred on property that was sold by the City to two private developers (Capital, LLC and Southern Maine Student Housing, LLC) who planned a then estimated \$38,400,000 in new taxable commercial investment. The project consisted of a 72,000 sq. ft. office building, perched upon a 430 space parking garage with ground floor retail, alongside a 405 bed student housing facility with a 130 space parking garage. The cost of constructing the structured parking added more costs to the project than market rents could support, so financing relief was sought through the use of Credit Enhancement Agreements (Exhibit 5) so that the project moved forward with the density sought for Bayside. This entire investment occupies just over 3 acres by reducing the footprint and allowing for vertical expansion.

Amendment #7 Approved by MDECD March 28, 2016

The purpose of this Amendment #7 to this TIF application is to amend the Development Program to include municipal use of TIF funds for costs of public transportation improvement projects – including traffic signals, costs associated with environmental site assessment and remediation work to support commercial development, costs associated with environmental sea level adaptation planning and public infrastructure to support commercial development, as well as other development principles and critical actions items contained in the *Bayside Vision Report I and II*

The public benefits associated with an amended Bayside TIF District include:

- Provide support for Portland's **continued economic development**;
- Help increase the **vibrancy and stability of the Bayside neighborhood**;
- Create **employment opportunities** for area residents;
- Produce **tax shift benefits** averaging an estimated savings to the City of \$680,307 annually;
- Improve the general economy of Portland and the State of Maine;
- Improved public transportation infrastructure investment;
- Clean up contaminated property to support commercial development;
- Planning for environmental sea level adaptation, and public infrastructure to support commercial development.

Amendment #8 Proposed to Portland City Council/MDECD

Amendment #8 includes a single property in the Expanded Bayside TIF District located at 178 Kennebec Street, Assessor Chart, Block, and Lot Number 034 F001001. The City is in the process of selling this property to a private developer. This developer proposes an elderly affordable housing project on that property with two condominium units. Unit 1 would be ground level commercial space and Unit 2 (air rights above Unit 1) is proposed to be an elderly affordable housing project. Unit 2 is proposed to be an Affordable Housing TIF District.

II. Amended Development Program

A. The Amended Project

With this amended and restated Development Program, the City of Portland seeks to amend the Bayside Redevelopment Tax Increment Financing District to allow for 178 Kennebec Street, Condominium Unit 1 on the ground level/commercial space to remain in the Bayside TIF District; and, Condominium Unit 2, floors above the ground level commercial space, to be an Affordable Housing TIF Districtadd additional m

Municipal uses of TIF revenue consistent *Bayside Vision Plans I and II* as detailed in Table 1 in Section II(D) below.

The success of these efforts will enhance the City's ability to attract new investment to Bayside, leading to a densely developed commercial district, which will create new taxable value and provide expanded opportunities for employment and housing.

The City's Economic Development Department will continue to market other~~the~~ City's land as potential building sites to prospective businesses and developers, in addition to promoting Bayside as a whole.

B. The Development District

Properties that are to be designated as part of the TIF District are shown on the attached map (Exhibit 4), containing approximately 129.18 acres with an original assessed value as shown on Exhibit 11 as \$122,318,180

The TIF District will apply to only new value generated within the District and will not affect the current property tax base.

C. The Amended Development Program

The City of Portland, by designating the Amended Bayside Redevelopment TIF District, will potentially capture all new investments made within the Amended District. The City is projecting to capture up to 100% of the new assessed value over the original assessed value, and retain from the district the new tax revenues generated from that captured assessed value. These revenues will be allocated to the Project Cost Account for the purposes described in II.A. above and further detailed in Section II(D) below. Each year, the City Council may adjust the specific amount to be captured and retained for purposes of this Amended TIF, based upon the needs of the Amended District, and the commitments made through Credit Enhancement Agreements, collateral for loan or bond repayment, and the like.

D. The Projects

The City of Portland seeks authorization to utilize the revenues generated from the Amended Bayside TIF District to support economic development in Bayside, all as more detailed in Table 1 below: See Table 1 Below for Municipal Use of TIF Revenues, Statutory Citation, and Cost Estimates – Citations all refer to Title 30-A, Chapter 206, Section 5225.

Table 1

Municipal Use of TIF Revenues	Statutory Citation	Cost Estimate
In District: Create Additional Parking Structures	(1)(A)	\$10,000,000
In District: Existing Credit Enhancement Agreements; others as negotiated, executed with public process per Section II A	(1)(A)	\$6,000,000 over life of TIF District for existing CEAs
In District: Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site	(1)(A)	T/B/D
In District: Infrastructure (roadway, sidewalk, and transportation improvement projects) located in District	(1)(A)	T/B/D
In District: Pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances public Bayside investment	(1)(A)	\$6,000,000 over life of TIF District
In District: Public infrastructure improvements for both pedestrians and transit, lighting, and open space/trails	(1)(A)	T/B/D
In District: Funding the Economic Development Department, including salaries, to market and prepare for Bayside Redevelopment	(1)(A)	\$500,000
In and out of District:	(1)(A) and (1)(C)(1)	\$250,000/annual or \$4,500,000 over life of TIF District
a.) Cover the City's Economic Development Department costs, including salaries*;		
b.) Environmental site assessment and remediation to support commercial development;	(1)(C)(2)	\$150,000
c.) Environmental sea level adaptation planning and public infrastructure to support commercial development	(1)(C)(2)	T/B/D
Total:		\$27,150,000

*This item is not unique to this TIF District; it is also included in the Riverwalk TIF District and the Waterfront TIF District.

E. Operational Components

1. Public Facilities

The City will invest in projects to further goals of the *Bayside Vision*, as outlined in Table 1 above.

2. Uses of Private Property

The Amended Bayside Economic Redevelopment Program and TIF District includes both public and private property. The funds generated from this district will be used to support commercial investment on both public and private land, the latter through the use of CEA as noted II.(D) above.

3. Plans for relocation of persons displaced by development activities.

Though not contemplated at this point, any possible relocation costs of displaced persons resulted from one or more City projects funded through this Amended Development Program shall be covered by the City as required.

4. Transportation Improvements

A description of the transportation-related improvements to be financed through this Amended Development Program is set forth above in Table 1 of the Development Program Section II(D).

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The Amended Development Program proposes improvements that will comply with all federal, state and local rules and regulations and applicable land use requirements.

6. Plan of Operation of Amended District

During the life of the Amended Tax Increment Financing District, the City of Portland, City Council, or their designee, will be responsible for the administration of the District.

III. Physical Description

As noted previously, properties that are to be designated as part of the Amended TIF District are shown on the attached map (Exhibit 4), totaling 129.18 acres. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. Section 5223(3) are set forth in Exhibit 6.

Proposed Amendment #8 does not change the acreage numbers for the Bayside TIF District because the 178 Kennebec Street Unit 1 (ground level commercial space) will remain in the Bayside TIF District and Unit 2 (affordable residential units located in the upper floors) is proposed to be an Affordable Housing TIF District.

Enclosed municipal maps:

1. Area map showing site location of the Amended TIF District in relation to geographic location of municipality (see new Exhibit 3(A)).
2. Site map showing tax map locations of the Amended TIF District (see new Exhibit 4(A)).

IV. Financial Plan

A. Costs and Sources of Revenues

With Amendment #6 to this TIF District, the acreage was increased to 129.18 acres, with an associated OAV set at \$122,318,180 as set forth in Exhibit 11. Exhibit 11 details the OAV from the inception of the Bayside TIF District, to its 1st expansion via Amendment 1, and 2nd expansion via Amendment 6. Exhibit 4 is the map which highlights the District encompassing the entire 129.18 acres.

The Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the District to be captured and designated as TIF Revenues. The City will apply the retained revenues to the economic development activities described in the Amended Development Program. To date, these activities are included in Table 1, Section II(D) above.

The attached Exhibit 1 details the projections of retained revenues based upon the anticipated assessed value increases within the District. Exhibit 1 is a projection based upon best available information and is included for demonstration purposes only. No assurances are provided as to the results reflected therein.

B. Development Program Account

This Development Program requires establishment of a Development Program Account pledged to, and charged with, the payment of the project costs in the manner outlined in 30-A M.R.S.A. §5227(3).

The Bayside TIF Development Program Account is established consisting of a project cost account (“Project Cost Account”) pledged to, and charged with, payment of project costs. The Project Cost Account shall consist of Company Cost Subaccounts (Company Cost Subaccount), pledged to and charged with payment to authorized companies under the terms of an approved Credit Enhancement Agreement for reimbursements for eligible project costs, and a City Cost Subaccount (the “City Cost Subaccount”) pledged to, and charged with, payment to the City for the cost of approved economic development expenses.

C. *Financing Plan*

The original TIF District comprised an area of approximately 11 acres of real and personal property. The value of the real and personal property within the district as of March 31, 2002 was established as the original assessed value. With the subsequent expansion (Amendment 1), the value of the additional real and personal property within the district expansion as of March 31, 2007 was established as the original assessed value, with that value being \$44,066,380. With the additional expansion via Amendment 6 from 62.18 to add 67 acres to the District, for a total of 129.18 acres, the value of real property within the expanded District of 67 acres has a March 31, 2014 date established as the original assessed value, or \$78,251,800 as detailed in Section IV.A. above, for a total OAV of the District at \$122,318,180.

The developments within the described Amended Bayside TIF District will add significant new taxable value in the City of Portland. TIF revenues will be allocated as described on Exhibit 1 to finance the costs described in the Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained, or a specific amount to be retained within the Amended District, and the actual annual assessed value within the Amended District, to be determined by the City Council on a yearly basis.

V. Amended Financial Data (See Statutory Requirements & Thresholds, Exhibit 6)

- A. Estimate of increased assessed value by year after implementation of the development program: See Exhibit 1
- B. Percentage of increased assessed value to be applied to the development program fund: See Exhibit 1
- C. Estimated annual tax increment: \$1,717,654 (Average)
- D. Total average annual value of development program fund: \$1,717,654 (Average)
- E. Annual principal and interest payment of bonded indebtedness: N/A at this time
- F. Financial assumptions and safeguards: The City of Portland is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit.

VI. Tax Shifts (See Exhibit 2)

A. *Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$593,812

Municipal Revenue Sharing Tax Shift: \$47,751

County Tax Shift: \$38,745

Total Average Annual Savings: \$680,307

VII. Municipal Approvals

A. Public Hearing Notice

The City of Portland did give proper Notice of Public Hearing in accordance with the requirements of 30-A M.R.S.A. §5253. The notice was published on July ~~5, 2018~~^{7, 2015}, in a newspaper of general circulation (see new Exhibit 8).

B. Public Hearing

A Public Hearing at which the proposed Amended Bayside Municipal Tax Increment Financing District was discussed was held on July ~~16, 2018~~^{20, 2015}, in the Portland City Council Chambers. A copy of the minutes of that meeting is included as new Exhibit 9.

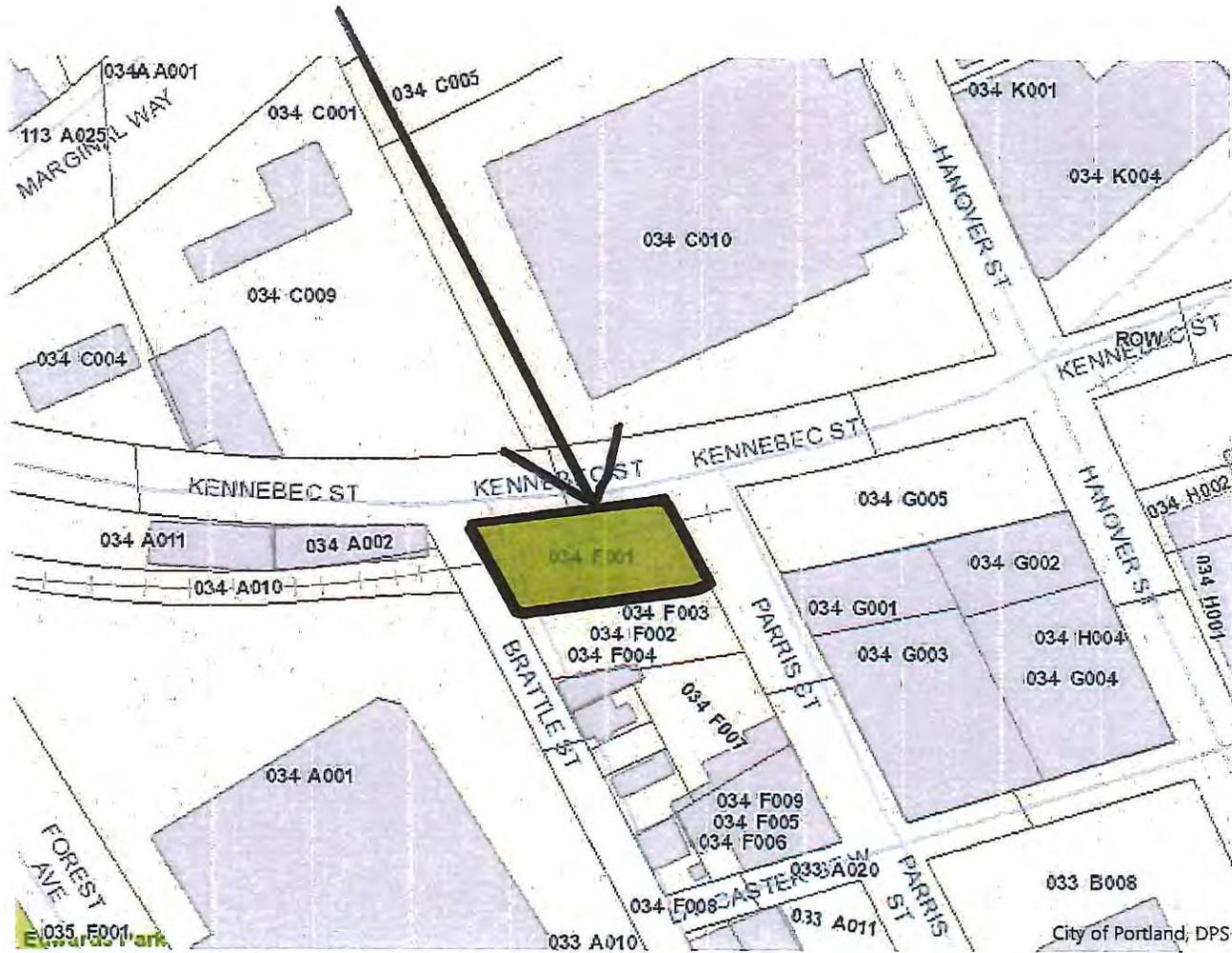
C. Authorizing Votes

An attested copy of the resolution of the Portland City Council designating the Amended Municipal TIF district created for the implementation of the Bayside Redevelopment Program is included as new Exhibit 10.

D. Assessor's Certification

An attested copy of the certification by the City of Portland Tax Assessor as to the revised Original Assessed Value of the expanded Bayside Municipal Tax Increment Financing District is included as Exhibit 11.

Exhibit 4(A)-Site Map showing tax map location of Amended TIF District.



*Only Unit 1 of the Furman at Bayside Condominium Association is part of this Amended District.

City of Portland

Bayside Economic Redevelopment Program and Tax Increment Financing Program

Prepared by:

The City of Portland Economic Development Department

Enacted by the Portland City Council March 17, 2003

Amendment #1 from MDECD Includes City Council Actions on:

July 6, 2005 – Expand Footprint and Amend OAV;

November 21, 2005 – Reduce Footprint for Pearl Place Affordable Housing TIF;

June 5, 2006 – Authorizing Credit Enhancement Agreements (CEA) with Capital
LLC; and, Southern Maine Student Housing, LLC

Amendment #2 from MDECD Includes City Council Action on:

June 4, 2007 to Amend CEA with Atlantic Bayside Trust LLC (formerly
Capital LLC)

Amendment #3 from MDECD Includes City Council Action on:

November 17, 2008 to Extend Term additional Ten Years to FY2033, and
amended public projects.

Amendment #4 from MDECD Includes City Council Action on:

May 18, 2009 Amending Captured Value For FY10

Amendment #5 from MDECD Includes City Council Action on:

May 17, 2010 Amending Captured Value For FY11

Amendment #6 from MDECD Includes City Council Action on:

November 17, 2014 Expanding Bayside TIF Area

Amendment #7 from MDECD Includes City Council Action on:

July 20, 2015 Amending Bayside TIF District for expanded Municipal
allowable uses for TIF Revenue Investments

Proposed Amendment #8 to City Council 7/16/2018 for Amended District Regarding
178 Kennebec Street

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Exhibits:

1. Revised TIF Models
2. Revised Tax Shift Models
3. Area Map Showing Site location
3. (A) – Area Map Show Site Location of Amended TIF District
4. Map of Existing and Expanded Bayside TIF District
4. (A) – Site map showing tax map location of Amended District
4. Credit Enhancement Agreements (Approved as of 11/17/2014)
5. Statutory Thresholds and Limits
6. Portland TIF Policy of 2/4/2013
7. Notice of Public Hearing
8. City Council Minutes
9. City Council Order
10. Original Assessed Values/Assessor's Certificate

I. Introduction/Updated 2018

East and West Bayside continue to be gateways to Portland's peninsula. A lot of changes to East and West Bayside have occurred since the Bayside (West) TIF District was adopted by the City Council on March 17, 2003. Relocation of one scrap yard and the addition of new medical office buildings, new housing for college students, two new grocery stores, pharmacies, and financial institutions have transformed West Bayside's industrial heritage to a more compact urban development pattern, which extends the Central Business District to I-295. Additionally, City Council approval, during 2017 and 2018, of the sale of six Bayside properties formerly occupied by the Public Works Department will continue to support area wide economic revitalization.

East Bayside has been experiencing its own transformation with new coffee shops, artist studios, and new housing. Continued attention to the West Bayside TIF District is needed to fulfill the *Bayside Vision*.

History

In 1996, the process began when the City of Portland obtained funding from the Environmental Protection Agency (EPA) to undertake a Brownfield's Pilot Project in Bayside. The City designated a ten-lot, 14-acre parcel between Oxford Street and Marginal Way as the Bayside Brownfield's Project Area and has since created a \$500,000 loan fund for the express purpose of cleaning up the site to clear the way for future development. The study area was subsequently enlarged to incorporate the area from Congress Street to I-295, and from Franklin Arterial to Forest Avenue, which is approximately 129 acres.

Since 1996, the City of Portland has been working with a team of consultants on planning for opportunities for the reuse of the Bayside land. An extensive public participation process, which involved hundreds of participants, produced a plan entitled "A New Vision for Bayside". The Bayside plan identifies the following eleven development principles and five critical actions in order to transform this area into a vital, productive and diverse urban neighborhood:

Development Principles

- Urban Gateway
- Economic and Employment Opportunities
- A Walkable District
- A Critical Mass of Dwellings
- Transit Oriented Development
- Multi-level Parking Structures
- A Neighborhood Center
- Recreation and Open Space
- A Social Service Network
- Environmental Remediation
- Scrap yard Redevelopment

Critical Actions

- Acquire the Railroad Property
- Redevelop the Scrap yard Parcels
- Build More Housing

- Create Transit Oriented Development
- Secure the Future of Portland's Social Service Network

Public participation continues to be an ongoing aspect of the Plan's implementation. The Bayside Neighborhood Association and the Bayside Community Development Corporation include neighborhood property owners, residents, commercial owners and tenants.

Since adopting the Bayside Vision Plan in December 1999 as a part of the Comprehensive Plan, the City has moved forward on several of the identified critical actions. After several years of complex negotiations with Guilford Transportation and the Maine Department of Transportation, the City purchased the Railroad property. Using Housing and Urban Development ("HUD") and Economic Development Administration ("EDA") funding, this 6+ acre parcel made the City a major property owner in the area of Bayside slated primarily for commercial redevelopment.

EDA and City Capital Improvement Funds have been used to rebuild the sewer system along Somerset Street, adjacent to the railroad parcel, as well as to extend Chestnut Street from Somerset Street to Marginal Way. These improvements were key infrastructure investments for new development in Bayside. The City continues to be committed to investing in Bayside as funding becomes available, but clearly a variety of financing mechanisms have been and will continue to be needed.

With these first actions completed, attention has been focused on the need for structured parking associated with the Federated Midtown Project. At meeting after meeting, then Bayside Development Committee (BDC) members stated unequivocally that the Bayside Plan cannot be implemented to its fullest without structured parking; and that the entire redevelopment plan hinges upon the relocation of the scrap metal recycling facilities. Furthermore, it is clear that the private sector cannot afford to make new investments in Bayside that include the cost of creating structured parking, nor can the market alone bear the cost of relocating the scrap metal recycling facilities.

The first such private development project which included constructing garages occurred on property that was sold by the City to two private developers (Capital, LLC and Southern Maine Student Housing, LLC) who planned a then estimated \$38,400,000 in new taxable commercial investment. The project consisted of a 72,000 sq. ft. office building, perched upon a 430 space parking garage with ground floor retail, alongside a 405 bed student housing facility with a 130 space parking garage. The cost of constructing the structured parking added more costs to the project than market rents could support, so financing relief was sought through the use of Credit Enhancement Agreements (Exhibit 5) so that the project moved forward with the density sought for Bayside. This entire investment occupies just over 3 acres by reducing the footprint and allowing for vertical expansion.

Amendment #7 Approved by MDECD March 28, 2016

The purpose of this Amendment #7 to this TIF application is to amend the Development Program to include municipal use of TIF funds for costs of public transportation improvement projects – including traffic signals, costs associated with environmental site assessment and remediation work to support commercial development, costs associated with environmental sea level adaptation planning and public infrastructure to support commercial development, as well as other development principles and critical actions items contained in the *Bayside Vision Report I and II*

The public benefits associated with an amended Bayside TIF District include:

- Provide support for Portland's **continued economic development**;
- Help increase the **vibrancy and stability of the Bayside neighborhood**;
- Create **employment opportunities** for area residents;
- Produce **tax shift benefits** averaging an estimated savings to the City of \$680,307 annually;
- Improve the general economy of Portland and the State of Maine;
- Improved public transportation infrastructure investment;
- Clean up contaminated property to support commercial development;
- Planning for environmental sea level adaptation, and public infrastructure to support commercial development.

Amendment #8 Proposed to Portland City Council/MDECD

Amendment #8 includes a single property in the Expanded Bayside TIF District located at 178 Kennebec Street, Assessor Chart, Block, and Lot Number 034 F001001. The City is in the process of selling this property to a private developer. This developer proposes an elderly affordable housing project on that property with two condominium units. Unit 1 would be ground level commercial space and Unit 2 (air rights above Unit 1) is proposed to be an elderly affordable housing project. Unit 2 is proposed to be an Affordable Housing TIF District.

II. Amended Development Program

A. *The Amended Project*

With this amended and restated Development Program, the City of Portland seeks to amend the Bayside Redevelopment Tax Increment Financing District to allow for 178 Kennebec Street, Condominium Unit 1 on the ground level/commercial space to remain in the Bayside TIF District; and, Condominium Unit 2, floors above the ground level commercial space, to be an Affordable Housing TIF District

Municipal uses of TIF revenue consistent *Bayside Vision Plans I and II* as detailed in Table 1 in Section II(D) below.

The success of these efforts will enhance the City's ability to attract new investment to Bayside, leading to a densely developed commercial district, which will create new taxable value and provide expanded opportunities for employment and housing.

The City's Economic Development Department will continue to market other City land as potential building sites to prospective businesses and developers, in addition to promoting Bayside as a whole.

B. The Development District

Properties that are to be designated as part of the TIF District are shown on the attached map (Exhibit 4), containing approximately 129.18 acres with an original assessed value as shown on Exhibit 11 as \$122,318,180

The TIF District will apply to only new value generated within the District and will not affect the current property tax base.

C. The Amended Development Program

The City of Portland, by designating the Amended Bayside Redevelopment TIF District, will capture all new investments made within the Amended District. The City is projecting to capture up to 100% of the new assessed value over the original assessed value, and retain from the district the new tax revenues generated from that captured assessed value. These revenues will be allocated to the Project Cost Account for the purposes described in II.A. above and further detailed in Section II(D) below. Each year, the City Council may adjust the specific amount to be captured and retained for purposes of this Amended TIF, based upon the needs of the Amended District, and the commitments made through Credit Enhancement Agreements, collateral for loan or bond repayment, and the like.

D. The Projects

The City of Portland seeks authorization to utilize the revenues generated from the Amended Bayside TIF District to support economic development in Bayside, all as more detailed in Table 1 below: See Table 1 Below for Municipal Use of TIF Revenues, Statutory Citation, and Cost Estimates – Citations all refer to Title 30-A, Chapter 206, Section 5225.

Table 1

Municipal Use of TIF Revenues	Statutory Citation	Cost Estimate
In District: Create Additional Parking Structures	(1)(A)	\$10,000,000
In District: Existing Credit Enhancement Agreements; others as negotiated, executed with public process per Section II A	(1)(A)	\$6,000,000 over life of TIF District for existing CEAs
In District: Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site	(1)(A)	T/B/D
In District: Infrastructure (roadway, sidewalk, and transportation improvement projects) located in District	(1)(A)	T/B/D
In District: Pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances public Bayside investment	(1)(A)	\$6,000,000 over life of TIF District
In District: Public infrastructure improvements for both pedestrians and transit, lighting, and open space/trails	(1)(A)	T/B/D
In District: Funding the Economic Development Department, including salaries, to market and prepare for Bayside Redevelopment	(1)(A)	\$500,000
In and out of District: a.) Cover the City's Economic Development Department costs, including salaries*; b.) Environmental site assessment and remediation to support commercial development; c.) Environmental sea level adaptation planning and public infrastructure to support commercial development	(1)(A) and (1)(C)(1) (1)(C)(2) (1)(C)(2)	\$250,000/annual or \$4,500,000 over life of TIF District \$150,000 T/B/D
Total:		\$27,150,000

*This item is not unique to this TIF District; it is also included in the Riverwalk TIF District and the Waterfront TIF District.

E. Operational Components

1. Public Facilities

The City will invest in projects to further goals of the *Bayside Vision*, as outlined in Table 1 above.

2. Uses of Private Property

The Amended Bayside Economic Redevelopment Program and TIF District includes both public and private property. The funds generated from this district will be used to support commercial investment on both public and private land, the latter through the use of CEA as noted II.(D) above.

3. Plans for relocation of persons displaced by development activities.

Though not contemplated at this point, any possible relocation costs of displaced persons resulted from one or more City projects funded through this Amended Development Program shall be covered by the City as required.

4. Transportation Improvements

A description of the transportation-related improvements to be financed through this Amended Development Program is set forth above in Table 1 of the Development Program Section II(D).

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The Amended Development Program proposes improvements that will comply with all federal, state and local rules and regulations and applicable land use requirements.

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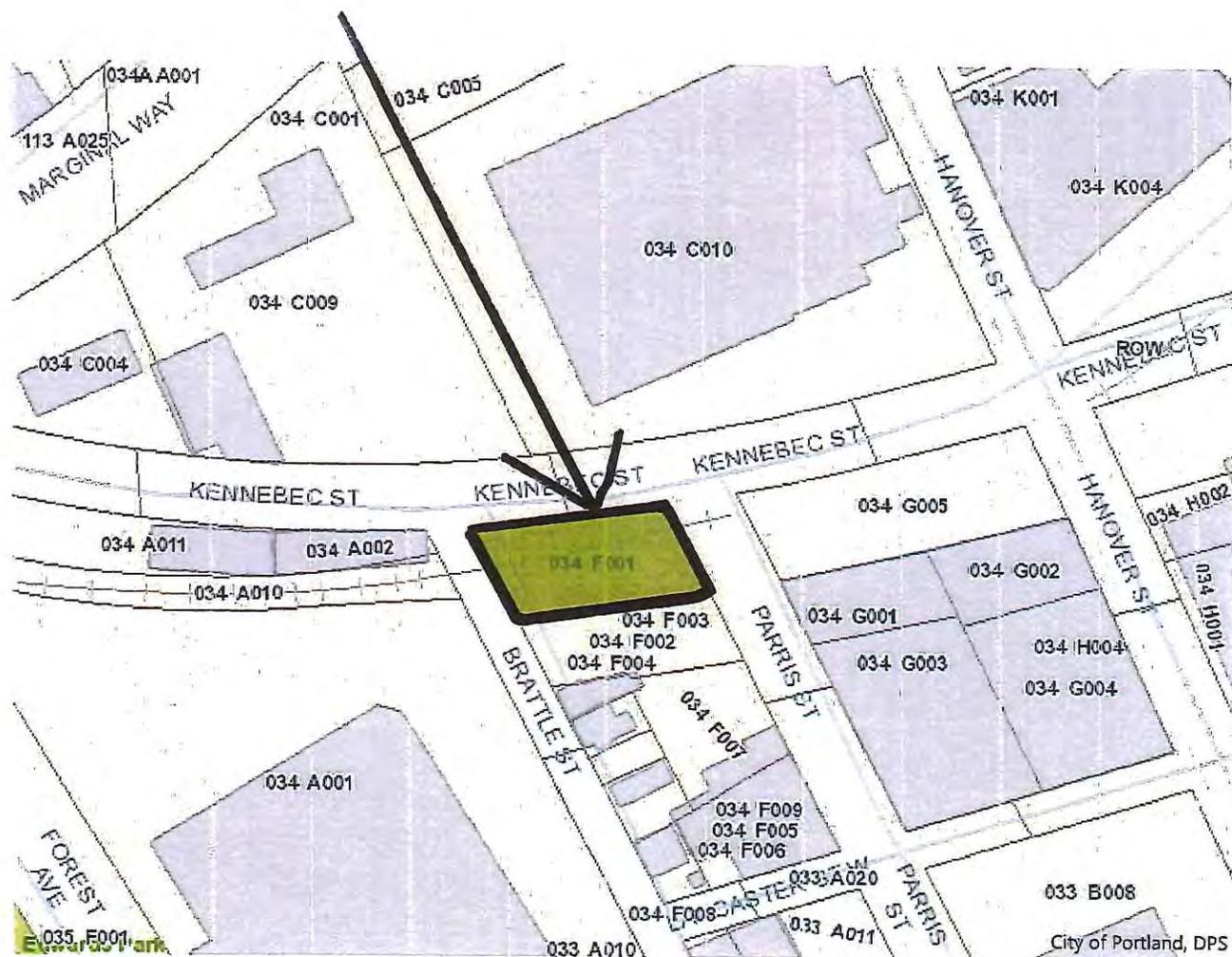
EXHIBIT 3 (A)



Note: Islands not shown to improve map legibility.

PROPOSED
DISTRICT

Exhibit 4(A)-Site Map showing tax map location of Amended TIF District.



*Only Unit 1 of the Furman at Bayside Condominium Association is part of this Amended District.

City of Portland - TIF Values - For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33; UPDATED 6/2018 to include IAV for 178 Kennebec St. Com'l Condo Unit #1 beginning 4/1/2019 - Estimated at \$550,000

2nd Expanded Area: 67 acres
OAV a/o 3/31/2014: \$78,251,800

- Model Assumes:**
- 1) 1% Yearly Increase in Valuation;
 - 2) 2% Yearly Increased in Tax Rate;
 - 3) 100% Yearly Capture Rate;
 - 4) Model Includes IAV for 178 Kennebec Street Com'l Condo Unit #1 Estimated at \$550,000 Beginning 4/1/2019;
 - 5) OAV for 178 Kennebec Street is \$0.

City of Portland- Expanded Bayside TIF Projection Table; Updated 6/2018 for 178 Kennebec St.										
TIF Year	Tax Year- April 1	City Fiscal Year	Increased Assessed Value Real Prop. At 1%/Yr.	% of Value Captured	Captured Valuation	Projected Mill Rate (inc. 2%/Yr)	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non-Captured General Fund Revenues
13	2015	2015/2016	\$782,518	100.00%	\$782,518	20.20	\$15,804	\$0	\$15,804	\$0
14	2016	2016/2017	\$1,572,861	100.00%	\$1,572,861	20.60	\$32,401	\$0	\$32,401	\$0
15	2017	2017/2018	\$2,371,108	100.00%	\$2,371,108	21.01	\$49,822	\$0	\$49,822	\$0
16	2018	2018/2019	\$3,177,337	100.00%	\$3,177,337	21.43	\$68,097	\$0	\$68,097	\$0
17	2019	2019/2020	\$4,541,628	100.00%	\$4,541,628	21.86	\$99,284	\$0	\$99,284	\$0
18	2020	2020/2021	\$5,369,563	100.00%	\$5,369,563	22.30	\$119,731	\$0	\$119,731	\$0
19	2021	2021/2022	\$6,205,776	100.00%	\$6,205,776	22.74	\$141,144	\$0	\$141,144	\$0
20	2022	2022/2023	\$7,050,352	100.00%	\$7,050,352	23.20	\$163,560	\$0	\$163,560	\$0
21	2023	2023/2024	\$7,903,373	100.00%	\$7,903,373	23.66	\$187,016	\$0	\$187,016	\$0
22	2024	2024/2025	\$8,764,925	100.00%	\$8,764,925	24.14	\$211,551	\$0	\$211,551	\$0
23	2025	2025/2026	\$9,635,092	100.00%	\$9,635,092	24.62	\$237,205	\$0	\$237,205	\$0
24	2026	2026/2027	\$10,513,961	100.00%	\$10,513,961	25.11	\$264,018	\$0	\$264,018	\$0
25	2027	2027/2028	\$11,401,619	100.00%	\$11,401,619	25.61	\$292,034	\$0	\$292,034	\$0
26	2028	2028/2029	\$12,298,153	100.00%	\$12,298,153	26.13	\$321,298	\$0	\$321,298	\$0
27	2029	2029/2030	\$13,203,653	100.00%	\$13,203,653	26.65	\$351,853	\$0	\$351,853	\$0
28	2030	2030/2031	\$14,118,207	100.00%	\$14,118,207	27.18	\$383,749	\$0	\$383,749	\$0
29	2031	2031/2032	\$15,041,907	100.00%	\$15,041,907	27.72	\$417,034	\$0	\$417,034	\$0
30	2032	2032/2033	\$15,974,844	100.00%	\$15,974,844	28.28	\$451,757	\$0	\$451,757	\$0
18 Year TIF Total			\$149,926,879		\$149,926,879		\$3,807,357	\$0	\$3,807,357	\$0
18 Year Averages							\$211,519.81	\$0	\$211,519.81	\$0

City of Portland - TIF Tax Shifts For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33; UPDATED to Include IAV for 178 Kennebec Com'l Condo Unit #1 beginning 4/1/2019, Estimated at \$550,000

**2nd Expanded Area:
OAV a/o 3/31/2014:**

**67 acres
\$78,251,800**

- Model Assumes:**
- 1) 1% Yearly Increase in Valuation;
 - 2) 2% Yearly Increased in Tax Rate;
 - 3) 100% Yearly Capture Rate;
 - 4) Model Includes IAV for 178 Kennebec Street Com'l Condo Unit #1 Estimated at \$550,000 Beginning 4/1/2019;
 - 5) OAV of 178 Kennebec Street is \$0.

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: TIF Projection Model								
TIF Year	Tax Year- April 1	City Fiscal Year	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
					Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
13	2015	2015/2016	\$782,518	\$782,518	\$6,338	\$510	\$414	\$7,262
14	2016	2016/2017	\$1,572,861	\$1,572,861	\$12,740	\$1,024	\$833	\$14,597
15	2017	2017/2018	\$2,371,108	\$2,371,108	\$19,206	\$1,544	\$1,255	\$22,006
16	2018	2018/2019	\$3,177,337	\$3,177,337	\$25,736	\$2,070	\$1,682	\$29,488
17	2019	2019/2020	\$4,541,628	\$4,541,628	\$36,787	\$2,958	\$2,404	\$42,149
18	2020	2020/2021	\$5,369,563	\$5,369,563	\$43,493	\$3,497	\$2,842	\$49,833
19	2021	2021/2022	\$6,205,776	\$6,205,776	\$50,267	\$4,042	\$3,285	\$57,594
20	2022	2022/2023	\$7,050,352	\$7,050,352	\$57,108	\$4,592	\$3,732	\$65,432
21	2023	2023/2024	\$7,903,373	\$7,903,373	\$64,017	\$5,148	\$4,183	\$73,348
22	2024	2024/2025	\$8,764,925	\$8,764,925	\$70,996	\$5,709	\$4,639	\$81,344
23	2025	2025/2026	\$9,635,092	\$9,635,092	\$78,044	\$6,276	\$5,099	\$89,419
24	2026	2026/2027	\$10,513,961	\$10,513,961	\$85,163	\$6,848	\$5,564	\$97,576
25	2027	2027/2028	\$11,401,619	\$11,401,619	\$92,353	\$7,426	\$6,034	\$105,813
26	2028	2028/2029	\$12,298,153	\$12,298,153	\$99,615	\$8,010	\$6,508	\$114,134
27	2029	2029/2030	\$13,203,653	\$13,203,653	\$106,950	\$8,600	\$6,987	\$122,537
28	2030	2030/2031	\$14,118,207	\$14,118,207	\$114,357	\$9,196	\$7,471	\$131,024
29	2031	2031/2032	\$15,041,907	\$15,041,907	\$121,839	\$9,798	\$7,960	\$139,597
30	2032	2032/2033	\$15,974,844	\$15,974,844	\$129,396	\$10,405	\$8,453	\$148,255
18 Year TIF Total			\$149,926,879	\$149,926,879	\$1,214,408	\$97,655	\$79,344	\$1,391,407
18 Year TIF Averages					\$67,467.10	\$5,425.26	\$4,408.02	\$77,300.38

*Order 267-17/18
Tab 30 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DESIGNATING 178 KENNEBEC STREET AFFORDABLE HOUSING
DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING DISTRICT
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM
FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Maine Workforce Housing LLC intends to construct certain improvements within the 178 Kennebec Street Affordable Housing Development Tax Increment Financing ("TIF") District, including 46 units of affordable housing for seniors; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the senior citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 178 Kennebec Street Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 178 Kennebec Street Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 178 Kennebec Street Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 178 Kennebec Street Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "178 Kennebec Street Affordable Housing Development District" as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "178 Kennebec Street Affordable Housing Development District" as more particularly described in said Development Program is hereby designated

as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the "178 Kennebec Street Affordable Housing Development District" and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City's Planning and Urban Development Director is authorized to submit annual reports on the status of the "178 Kennebec Street Affordable Housing Development District" on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English,

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: June 12, 2018

SUBJECT: (1) Order Designating 178 Kennebec Street Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District

(2) Order Approving Credit Enhancement Agreement with 100 Parris Street, LP

SPONSOR: Jill Duson, Chair Justin Costa, Chair
Housing Committee Economic Development Committee

(At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and Economic Development Committee (3-0) voted to recommend approval of this request.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading June 18 Final Action July 16

Can action be taken at a later date: ___ Yes X No (If no why not?)

In order for the developer to maximize the projects competitiveness in the Low Income Housing Tax Credit application, the TIF application must be filed with Maine State Housing Authority no later than August 6, 2018. A Notice of Public Hearing must be published 10 days before the date of the hearing on July 16.

PRESENTATION: (List the presenter(s), type and length of presentation)

Mary Davis, Housing & Community Development Division Director will be available for questions.

I. ONE SENTENCE SUMMARY

Maine Workforce Housing (MWH) is proposing to construct 46 1-bedroom units for seniors (55+) on a site located at 178 Kennebec Street. MWH is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$96,305 annually over 30 years.

II. AGENDA DESCRIPTION

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and Economic Development Committee (3-0) voted to recommend approval of this request.

Maine Workforce Housing (MWH) is proposing to construct 46 1-bedroom units for seniors (55+) on a site located at 178 Kennebec Street. MWH is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$96,305 annually over 30 years.

The developer has requested two forms of financial assistance.

(1) HOME funds request: \$400,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$96,305, with an estimated total of \$2,889,164 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable, with an estimated annual assessment of \$4,300,000 and estimated annual tax of \$93,095. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo. Maine Workforce Housing is proposing to construct 46 1-bedroom units for seniors (55+). The development will include:

178 Kennebec Street		
1-Bedroom Units (46)	at or below 40% area median income	0
	at or below 50% area median income	15
	at or below 60% area median income	21
	Market Rate	10
Total Units		46

As stated in the developer's application, the project:

"...includes ground-level retail and/or artist studio space with 46 units of housing on the upper floors. The housing will be rental; all 1-bedroom units, set aside for households whose head of household is aged 55+.

"We expect the income mix targeted for this development will be 22% market rate, and 78% affordable (aimed at those at or below 60% of the area median income), creating economic diversity both in the building and in the neighborhood."

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

III. BACKGROUND

Approval of this AHTIF request is key to making the project application competitive in the Low Income Housing Tax Credit application with MaineHousing.

The City Council must: (1) authorize the creation of the AHTIF District; and
 (2) approve the Credit Enhancement Agreement

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Establish an Affordable Housing TIF District to support the development of 46 new units of rental housing.

Increase access to rental and ownership housing that is safe and affordable for working and low-income families.

V. FINANCIAL IMPACT

When completed, this project's new assessed value is estimated at \$4.3 million, which will yield the same amount in increased annual assessed property value as the project is currently city-owned property. Seventy-Five (75%) percent of the increased tax revenue will be captured revenue returned to the developer. The remaining 25% will be general fund revenue.

A Credit Enhancement Agreement will return approximately \$2,889,164 in captured revenue to the project (averaged at \$96,305 annually over thirty years) to off-set project operating costs. The proposed project will be taxable. TIF projections and proposed district map are included in the backup to this memo.

Total development costs are estimated at \$11.9 million. At full build out, the development is projected to pay an average \$96,305 annually in projected new taxes captured. Non-captured general fund revenues are estimated at an average \$32,102 annually.

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$26,919+, or \$807,579 + over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of all requests for City funding (local and federal resources), including Affordable Housing Tax Increment Financing requests. The third party analysis shows a positive recommendation for the TIF investment.

Public Benefits In reviewing this TIF request, staff notes the public benefit associated with the TIF District of 46 units of 55+ housing, seventy-eighty percent (78%) of which will be affordable to households at or below sixty percent (60%) of the area median income. Additionally, the TIF will create tax sheltering benefits estimated at an average \$26,919 annually.

VII. RECOMMENDATION

Staff is requesting City Council (1) approve the establishment of the 178 Kennebec Street Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with **100 Parris Street, LP** and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

78 Kennebec Street Affordable Housing Tax Increment Financing Development Program
Credit Enhancement Agreement
Declaration of Covenants
TIF Projection Table
TIF District Map
Applicant Request
Underwriting Report

Prepared by: Mary P. Davis
Date: June 12, 2018
Bean/agendarequestmemo/rev 1/23/2017

CITY OF PORTLAND

178 KENNEBEC STREET UNIT 2 AFFORDABLE HOUSING DEVELOPMENT DISTRICT

DEVELOPMENT PROGRAM

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Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

178 Kennebec Street Unit 2 Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 178 Kennebec Street, Unit 2 of the Furman at Bayside Condominium Association, and its appurtenant interests, in Portland. The area includes approximately 0.22 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 178 Kennebec Street Unit 2 Affordable Housing Development District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by 100 Parris Street, LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the "Credit Enhancement Agreement"). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions. A. Project General Description. The Capital Project at 178 Kennebec Street Unit 2 involves the redevelopment of approximately 0.22 acres, into an affordable housing neighborhood. The objective of the project is that 78% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of 46 units of rental housing for households aged 55+, the targeting for those units will be 21 of the units at

60% Area Median Income, 15 of the units at 50% Area Median Income and 10 of the units at market rate. The zoning for the project assures that this number of units and this affordability objective will be met.

The project includes 46 apartments, all of which will be newly constructed units.

The 178 Kennebec Street Unit 2 project is projected to have a total local increased assessed valuation at build out of approximately \$4,300,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately a thirty year annual average of \$96,305 in increased property taxes to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$96,305 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay operating costs for the project at 178 Kennebec Street Unit 2. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. Businesses or persons currently residing in the property will be temporarily displaced or relocated as a result of the development activities proposed in the District. A relocation plan will be established to ensure that no business or person will be asked to relocate, either temporarily to another on-site or off-site unit during the development activities or permanently to a newly renovated unit, unless a suitable unit in decent, safe and sanitary condition is available for the business or person. No businesses or persons will be permanently displaced or relocated as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management).

The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years from the effective date of the approval of the District by the Director of the Maine State Housing Authority.

Section 2.09: Approval Considerations and Characteristics of the District. A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the District is approximately 0.22 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts in the City (which combined total is 603.95 acres) is 4.87%, which includes 3.65% included in two exempt districts, a transit oriented district and a downtown/transit oriented district, of the total acreage of the City and thus does not exceed 5% of the total acreage of the City; the total area of all existing and proposed affordable housing development districts in the City is 0.032% of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is \$1,533,510 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation of the District;

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from affordable housing development districts within Cumberland County does not exceed \$50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 2002 to the date of calculation; and

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Housing Plan and Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development on which 78% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 178 Kennebec Street Unit 2 Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2018; (tax year April 1, 2017, Fiscal Year 2018). Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to

Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75%. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be the entire amount of the 75% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior years level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 75% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District, as provided in such Credit Enhancement Agreement.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 178 Kennebec Street Unit 2 project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$22.08/\$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is “sheltered” in a TIF and, therefore, does not get counted in the City’s state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City’s control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July 5, 2018, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on July 16, 2018. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on July 16, 2018 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: July _____, 2018

Jon P. Jennings, City Manager, City of Portland

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of _____, 2018, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and 100 Parris Street, LP, a Maine limited partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the 178 Kennebec Street Unit 2 Affordable Housing Development District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on July 16, 2018 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has reviewed and approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such City Council Meeting approval and a resolution of the Municipal Officers, adopted July 16, 2018 by vote of the City Council and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 75% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"Current Assessed Value" means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect.

“Developer” means 100 Parris Street, LP, its successors and assigns.

“Development Program” means the Development Program for the District as adopted by the City at a meeting of the City Council held on July 16, 2018.

“District” means the 178 Kennebec Street Unit 2 Affordable Housing Development District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on August 3, 2015.

“Financial Plan” means the financial plan described in Article III of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may establish.

“Increased Assessed Value” means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

“Original Assessed Value” means the assessed value of the District as of March 31, 2018, which amount was zero Dollars (\$0.00).

“Project” means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

“Project Costs” means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

“Project Cost Account” means the Developer’s Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

“Qualified Investments” means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

“Tax Increment” means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District.

“Tax Increment Revenues (Developer’s Share)” means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer’s Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer’s Share) is seventy-five percent (75%). The Tax Increment Revenues (Developer’s Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means the formulas utilized by the State of Maine in calculating (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) If any clause, provision, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

**ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE
AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING
REQUIREMENTS**

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the 178 Kennebec Street Unit 2 Affordable Housing Development District Affordable Housing Development Program Fund; and (b) a segregated fund in the name of the City designated as the "178 Kennebec Street Unit 2 Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for the period beginning on the effective date of the approval of the District by the Director of the Maine State Housing Authority and continuing for thirty (30) years as described below. Subject to the conditions set forth below, the City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Fiscal Year beginning July 1, 2019 and ending June 30, 2020 (FY20) and continuing with each Fiscal Year of the City thereafter through and including June 30, 2049 (FY49). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 75% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

Section 3.2. Prior to receiving the first payment under this Agreement:

(a) Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

(b) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1 - 12 of the Portland City Code, whichever is greater. The City will provide the Developer with information that the Developer must include in all bid materials that the Developer provides to prospective contractors who may bid on the project to ensure that the wage requirements set forth in this section are met.

(c) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with City's Green Building Code set forth in the Chapter 6, Article VII, of the Portland City Code.

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share) paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

Section 3.7. The Developer and its contractors employed in the construction phase the Project shall adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. All employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or

national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) any failure by the City to make deposits into the Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the

defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this

Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the rental units within the District remain affordable after such transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
 City Portland
 389 Congress Street
 Portland, Maine 04101

If to the Developer: 100 Parris Street, LP
 c/o Maine Workforce Housing/The Szanton Company
 482 Congress Street Suite 203
 Portland, ME 04101

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a “net agreement,” and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledgees. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer’s right, title and interest herein.

Section 8.10. Maine Housing Rules and Requirements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. Affordability Covenants. The Developer and the City shall, in order to assure the continued affordability of the rental units as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration which is substantially in the same form as the “Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

Section 8.12. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer’s Share), estimated development costs and other estimates. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer’s property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings, Its City Manager

100 PARRIS STREET, LP

BY: General Partner

By: _____
Nathan Szanton, Managing Partner

C:\Users\mpd\Desktop\2018 AHTIF\Docs Submitted for Review xx.xx.18\02 178 Kennebec Street CEA Draft.docx

DRAFT

CITY OF PORTLAND
**Declaration of Covenants, Conditions and Restrictions for the 977 Brighton Avenue
Apartments Affordable Housing Tax Increment Financing District**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the City of Portland, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and 100 Parris Street, LP, a Maine limited partnership with a mailing address of 482 Congress Street, Suite 203, Portland, Maine 04101 ("Developer").

WITNESSETH

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the "AHTIF") for project operating costs associated with the development of forty-six (46) units of rental housing located at 178 Kennebec Street, Unit 2, Portland, Maine (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the "Effective Date") and continuing for thirty (30) years from the Effective Date of this Declaration (the "Qualified Project Period").
2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may

enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the AHTIF, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that the AHTIF is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of forty-six (46) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the nature, size, number or location of the units in the Development and the facilities in the units.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least thirty-six (36) of the units will be occupied by households with incomes at or below sixty percent (60%) (collectively referred to as the "Low Income Units"). The remaining ten (10) units will be market rate units.
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, ("Section 42") and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.

4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.

5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants

herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer simultaneously to the Limited Partners at c/o Northern New England Housing Investment Fund, 75 Market Street, Suite 201, Portland, ME 04101, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, 100 Parris Street, LP, and Maine Workforce Housing [**construction lender and any other entities providing financing will also be parties**] dated _____, 2018 to be recorded in the Cumberland County Registry of Deeds herewith.

Signature page follows.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2018.

CITY OF PORTLAND

Witness

By: _____
Jon P. Jennings
Its City Manager

100 PARRIS STREET, LP
BY: _____, its General Partner

Witness

By: _____
Nathan Szanton, Its Managing Partner

State of Maine
Cumberland, ss. _____, 2018

Personally appeared the above named Nathan Szanton, Managing Partner of _____, General Partner of 100 Parris Street, LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

State of Maine
Cumberland, ss. _____, 2018

Personally appeared the above named Jon P. Jennings, City Manager to the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

City of Portland - TIF Model of 5/16/2018

OAV: \$0 as of 4/1/2017

CBL: 34-F-1

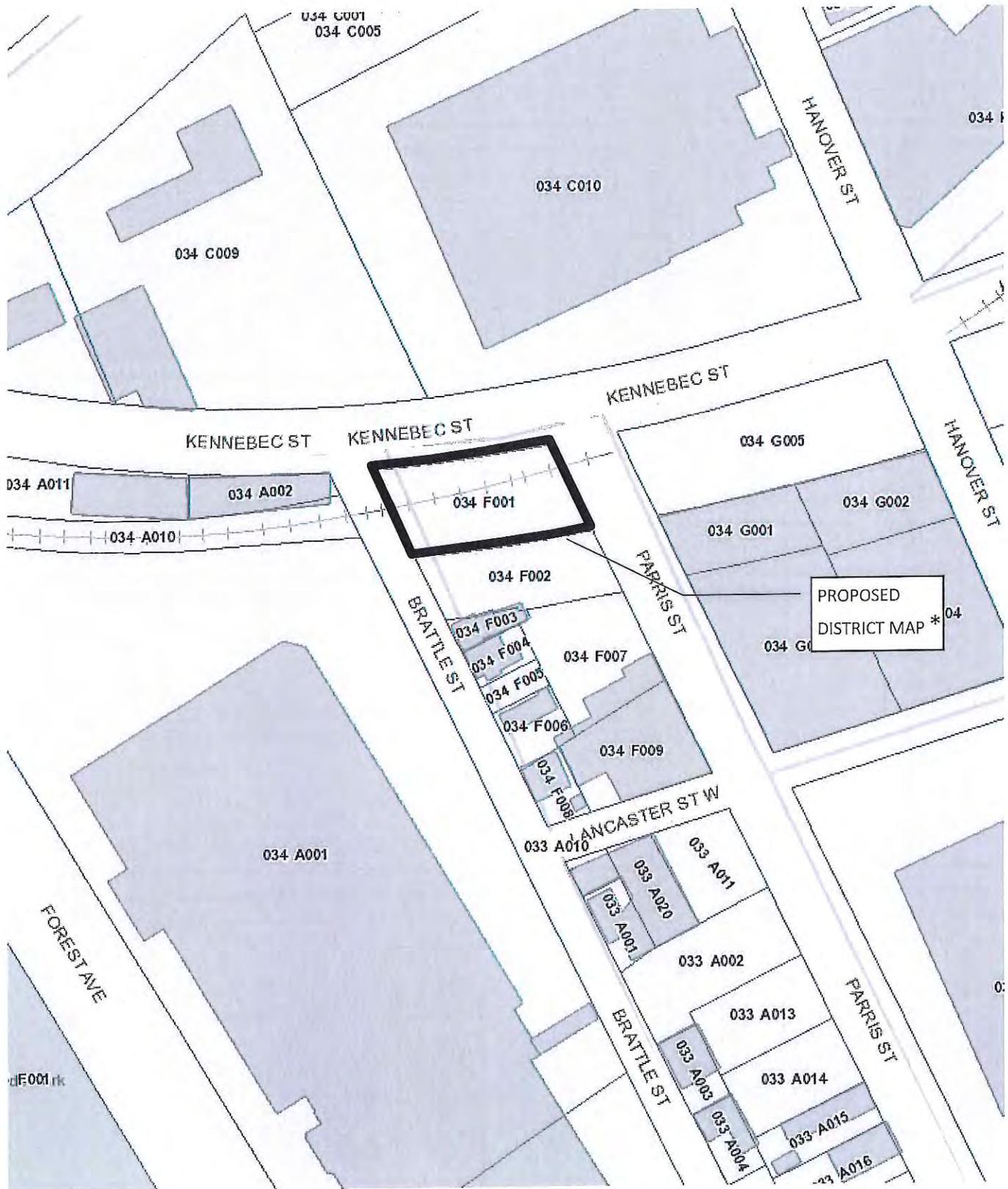
City of Portland- TIF Projection Table - 178 Kennebec Street									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected MHI Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2019	\$4,300,000	75.00%	\$3,225,000	22.08	\$71,218	\$71,218	\$0	\$23,739
2	2020	\$4,300,000	75.00%	\$3,225,000	22.52	\$72,642	\$72,642	\$0	\$24,214
3	2021	\$4,300,000	75.00%	\$3,225,000	22.98	\$74,095	\$74,095	\$0	\$24,698
4	2022	\$4,300,000	75.00%	\$3,225,000	23.43	\$75,577	\$75,577	\$0	\$25,192
5	2023	\$4,300,000	75.00%	\$3,225,000	23.90	\$77,088	\$77,088	\$0	\$25,696
6	2024	\$4,300,000	75.00%	\$3,225,000	24.38	\$78,630	\$78,630	\$0	\$26,210
7	2025	\$4,300,000	75.00%	\$3,225,000	24.87	\$80,203	\$80,203	\$0	\$26,734
8	2026	\$4,300,000	75.00%	\$3,225,000	25.37	\$81,807	\$81,807	\$0	\$27,269
9	2027	\$4,300,000	75.00%	\$3,225,000	25.87	\$83,443	\$83,443	\$0	\$27,814
10	2028	\$4,300,000	75.00%	\$3,225,000	26.39	\$85,112	\$85,112	\$0	\$28,371
11	2029	\$4,300,000	75.00%	\$3,225,000	26.92	\$86,814	\$86,814	\$0	\$28,938
12	2030	\$4,300,000	75.00%	\$3,225,000	27.46	\$88,550	\$88,550	\$0	\$29,517
13	2031	\$4,300,000	75.00%	\$3,225,000	28.01	\$90,321	\$90,321	\$0	\$30,107
14	2032	\$4,300,000	75.00%	\$3,225,000	28.57	\$92,128	\$92,128	\$0	\$30,709
15	2033	\$4,300,000	75.00%	\$3,225,000	29.14	\$93,970	\$93,970	\$0	\$31,323
16	2034	\$4,300,000	75.00%	\$3,225,000	29.72	\$95,850	\$95,850	\$0	\$31,950
17	2035	\$4,300,000	75.00%	\$3,225,000	30.32	\$97,767	\$97,767	\$0	\$32,589
18	2036	\$4,300,000	75.00%	\$3,225,000	30.92	\$99,722	\$99,722	\$0	\$33,241
19	2037	\$4,300,000	75.00%	\$3,225,000	31.54	\$101,716	\$101,716	\$0	\$33,905
20	2038	\$4,300,000	75.00%	\$3,225,000	32.17	\$103,751	\$103,751	\$0	\$34,584
21	2039	\$4,300,000	75.00%	\$3,225,000	32.81	\$105,826	\$105,826	\$0	\$35,275
22	2040	\$4,300,000	75.00%	\$3,225,000	33.47	\$107,942	\$107,942	\$0	\$35,981
23	2041	\$4,300,000	75.00%	\$3,225,000	34.14	\$110,101	\$110,101	\$0	\$36,700
24	2042	\$4,300,000	75.00%	\$3,225,000	34.82	\$112,303	\$112,303	\$0	\$37,434
25	2043	\$4,300,000	75.00%	\$3,225,000	35.52	\$114,549	\$114,549	\$0	\$38,183
26	2044	\$4,300,000	75.00%	\$3,225,000	36.23	\$116,840	\$116,840	\$0	\$38,947
27	2045	\$4,300,000	75.00%	\$3,225,000	36.95	\$119,177	\$119,177	\$0	\$39,726
28	2046	\$4,300,000	75.00%	\$3,225,000	37.69	\$121,560	\$121,560	\$0	\$40,520
29	2047	\$4,300,000	75.00%	\$3,225,000	38.45	\$123,992	\$123,992	\$0	\$41,331
30	2048	\$4,300,000	75.00%	\$3,225,000	39.22	\$126,472	\$126,472	\$0	\$42,157
30 Year TIF Total		\$129,000,000		\$96,750,000		\$2,889,164	\$2,889,164	\$0	\$963,055
30 Year Average						\$96,305	\$96,305	\$0	\$32,102

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model
178 Kennebec St.**

75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2019	\$4,300,000	\$3,225,000	\$0	\$1,964	\$1,757	\$3,721
2	2020	\$4,300,000	\$3,225,000	\$0	\$1,964	\$1,757	\$3,721
3	2021	\$4,300,000	\$3,225,000	\$0	\$1,964	\$1,757	\$3,721
4	2022	\$4,300,000	\$3,225,000	\$8,923	\$1,964	\$1,757	\$12,643
5	2023	\$4,300,000	\$3,225,000	\$17,845	\$1,964	\$1,757	\$21,566
6	2024	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
7	2025	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
8	2026	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
9	2027	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
10	2028	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
11	2029	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
12	2030	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
13	2031	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
14	2032	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
15	2033	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
16	2034	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
17	2035	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
18	2036	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
19	2037	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
20	2038	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
21	2039	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
22	2040	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
23	2041	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
24	2042	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
25	2043	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
26	2044	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
27	2045	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
28	2046	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
29	2047	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
30	2048	\$4,300,000	\$3,225,000	\$26,768	\$1,964	\$1,757	\$30,488
30 Year TIF Total		\$129,000,000	\$96,750,000	\$695,955	\$58,928	\$52,695	\$807,579
30 Year Average				\$23,199	\$1,964	\$1,757	\$26,919

178 Kennebec Street Unit 2 Affordable Housing Tax Increment Financing District Map



* Only Unit 2 of the Furman at Bayside Condominium Association (located at 178 Kennebec Street, Portland, Maine) and its appurtenant interests (which includes its undivided interest in the common elements of the entire Furman at Bayside Condominium Association) is being designated as the affordable housing district, consistent with 33 MRSA Sec. 1601-105, which provides that a condominium together with its appurtenant interests constitute for all purposes a separate parcel of real estate.



Note: Islands not shown to improve map legibility.

PROPOSED DISTRICT

Maine Workforce Housing, LLC
482 Congress Street, Suite 203
Portland, ME 04101

Project Summary

Maine Workforce Housing is applying for \$400,000 in City of Portland HOME funding in this application, to fill a gap for a project at 178 Kennebec Street.

Project Team

The principals and staff of Maine Workforce Housing have successfully developed nine (9) mixed-income housing projects in Maine and New Hampshire over the last fourteen (14) years. These properties, the oldest of which has been open since 2004, have never had a single year of operating deficits. All of them are 100% leased with long waiting lists.

We are working with Ross Furman's team to incorporate housing into their multi-phase development of the block. The first phase includes the area closest to Kennebec Street. It includes ground-level retail and/or artist studio space with 46-51 units of housing on the upper floors. The housing will be rental; all 1-bedroom units, set aside for households whose head of household is aged 55+. We've included a concept floor-plan of Phase 1.

The site has some unique advantages for residential development:

- The City has identified the Bayside neighborhood as a priority for redevelopment. Kennebec Street is a prominent street in Bayside, and street-level retail will dovetail well with surrounding buildings.
- A mixed-use residential/retail building will bring new residents to live, work, and shop in Bayside, reinforcing the urban fabric and adding new vitality to the core of the City.
- The site is within walking distance of a variety of services and destinations for daily living (e.g., banks, library, schools, etc.) as well as employers and public transportation.
- The site is within steps of a major park (Deering Oaks Park). Yet, it is also just a minute from an entrance to and exit from I-295, a highway that takes residents throughout Maine.

We expect the income mix targeted for this development will be 22% market rate, and 78% affordable (aimed at those at or below 60% of the area median income), creating economic diversity both in the building and in the neighborhood. Our attached proforma shows a mix of 22% market rate and 78% affordable. If construction costs come down from the conceptual estimate included in our application, this mix may shift slightly. As a business model, we find a more even mix of low-income and market-rate renters is more acceptable to renters and neighbors.

The residents will be a mix of people, incomes, and occupations in Portland. We expect the tenants in income-restricted units will include retired people on social security and also those with jobs at the lower end of the wage scale. The market-rate units are likely to also include retired people, and also professionals who are downsizing from larger homes.

This project, like all of our projects to date, will be completely non-smoking. Smoking will be prohibited both inside units and in the interior and exterior common areas of the project. This will be outlined both

as an addendum to each lease, and also stated in the House Rules. Our Resident Services Coordinator will have materials on tobacco cessation programs available to residents.

The project incorporates smart growth, affordable housing, green building design, brownfield redevelopment, downtown revitalization, urban outdoor recreation, and alternative transportation.

Amenities

We propose to provide our residents with the following amenities:

- Heat and hot water included in rent
- Community room with kitchen
- Coin-operated laundry facility
- Wireless internet throughout the building at no extra charge;
- Resident Services Coordinator on staff;
- Telemedicine room

Resident Services Coordination

Our RSC's mission is to foster an environment in which elderly persons and people with disabilities can live independently and remain in their communities. As this project is proposed to be elderly, and with the Portland Shelter set-aside requirement, we are proposing to increase the number of hours an RSC is on the property. The Low Income Housing Tax Credit Program, as administered by MaineHousing, requires one (1) hour per week for every five (5) low-income units, or six (6) hours in this case. We would schedule an RSC for twelve (12) hours – double what is required. Our experience in other properties with a Homeless Preference has given us an appreciation for the staff levels needed onsite. This is reflected in our operating budget which is part of this application.

Transportation

The site is wonderfully located for service by public transportation. The METRO bus system, with scheduled service all over downtown Portland and connections to the neighboring cities, stops 2/10 of a mile from our site.

Photos and Renderings

We urge you to look at the set of photos of the site and “before” and “after” renderings, found immediately after this Executive Summary. They convey information about the project which simply cannot be expressed in narrative form. Thank you.



Image capture: Aug 2017 © 2018 Google

Portland, Maine



Street View - Aug 2017









178 Kennebec Timeline

April 2018 – July 2018

- Full Site Plan and Subdivision Approval
- City HOME Application
- City Tax Increment Financing Application
- Market study

September 2018

- Submit Affordable Housing Tax Credit Application to MaineHousing

November 2018 – May 2019 (if successful on MaineHousing Application):

- Full design
- Finalize investor agreement
- Finalize construction loan

June 2019:

- Close and begin construction

Summer 2020:

- Open for occupancy

178 Kennebec Street
 Portland, Maine
 Developer: Maine Workforce Housing, LLC (Nathan S. Szanton
 and Robert C.S. Monks, Principals)

04/27/18

46 Resident Units
 36 Low-Income Units
 10 Market-Rate Units
 5 Residential Stories

DEVELOPMENT BUDGET - SOURCES OF FUNDS

Sources of Funds

Equity Raise from Sale of LIHTC	6,192,000					
MaineHousing Mortgage - Interest Only	2,646,603	6.00%	Interest Only	30 years		
MaineHousing Deferred Debt	1,080,000	0% int., principal and interest deferred until sale or transfer.			30,000 per unit.	1,200,000 per project cap.
Deferred Developer Fee	758,262	Net Fee = 774,939		\$34,939		
City HOME	400,000	30-year deferred loan, in 2nd position				
Furman LLL Buyout of Commercial Space at PLC	829,943					
GAP (EXCESS)	<u>0</u>					
TOTAL	<u>11,906,808</u>					

178 Kennebec Street
 Portland, Maine
 Developer: Maine Workforce Housing, LLC (Nathan S. Szanton
 and Robert C.S. Monks, Principals)

46 Resident Units
 36 Affordable
 10 Market-Rate
 Constr. cost/sq. ft. - finished space (not counting demolition, sitework, and contingency)
 46,669 Number of square feet of space in building
 41,215 Number of square feet of space - finished residential
 5,454 Number of square feet of space - vanilla box commercial
 Residential square footage, buildout at \$ 175.00 psf Commercial at \$ 132.00 psf
 7,932,553 Total Construction Cost (not including construction contingency)
 \$156,796 per residential unit of construction cost

DEVELOPMENT BUDGET - USES OF FUNDS

	Total Funds	Retail Unit Costs	Notes
Land Acquisition	215,000		4,674 per unit
Parking requirement buy-out	80,600		33% 2 points Need to be less than 3,500 to get 3 points Assuming a need for 0.5 space per unit (23), less the 10 we have onsite (Housing only)
Demolition	0		Existing building, landscaping, etc.
Site Preparation	0		Included in Construction Cost
Off-Site Improvements (paid by Owner)	0		
Construction of finished space	7,932,553	709,020	includes utility hook-ups and all construction except demolition & site work. See note above re assumed cost per sq. ft.
Construction Contingency	396,828	35,451	5.0% of finished construction cost.
Utility Back-Charges	40,000	3,575	
Furnishings, Fixtures & Equipment	85,000		Common area furnishings, laundry equipment, signage, wi-fi equipment, surveillance cameras, wall hangings, etc.
Architectural and Engineering	289,000	26,725	6,500 per unit 3.77%
Civil Engineering	45,000	4,022	Not included in architect's contract
Landscape Architecture	0	0	Included in Civil Eng. Contract
Geoen지니어ing	10,000	894	Not included in architect's contract. Includes test borings, test pits, soil test processing and report preparations.
Testing and Special Inspections	15,000	1,341	
Legal and Title, Non-TC Related	82,000	7,329	Negotiated fee; land use and title opinions; services in connection with land acquisition; etc. Additional \$15K for condo documentation
Legal, TC Syndication-Related	33,000		Negotiated fee; creation of all documents, provision of due diligence, and conducting closings of LIHTC-related matters
Title Insurance	20,000		Based on our negotiated rate with TICOR title insurance agency for simultaneous owner's and lender's coverage.
Cost Certification/Audit	6,500		Budgeting \$1,000 for Carryover Allocation certification and \$5,500 for final cost certification
Appraisal	7,500		
Surveyor	5,600	501	To establish boundaries
Market Study	6,500		To substantiate demand and determine proper rent levels.
Environmental Testing & Remediation	8,000	715	
City and State Permits and Fees	50,000	4,469	
MSHA Financing Application Fee	2,500		
MSHA Financing Commitment Fee	2,000		Non-refundable, due at execution of commitment
MSHA Financing Fee	52,932		2% of tax-exempt debt amount, due at construction loan close.
MSHA Review Fee	2,500		
Tax Credit Monitoring Fee	36,000		\$1,000 per tax credit unit paid before issuance of an 8609;
Tax Credit Allocation Fee	54,000		7.5% annual allocation of 720,000 798,897
Soft Cost Contingency	50,000	4,469	For unforeseen and/or underbudgeted soft costs
Developer Overhead and Fee (Gross)	1,533,201		MSHA Net Fee formula: \$17,500 for first 20 units, & \$15,000 each unit thereafter Net: 740000
Tax and Insurance Reserve Pre-Funding	64,393		Six months of property taxes and insurance premium expense.
Rent-up Deficit Reserve	46,000		MSHA Max = \$1,000 per unit NTE \$50,000
Operating Reserve	266,500		MSHA requirement. 6 months of operating and residential debt service
Pre-Funding of Replacement Reserve	72,235		1% of cost of construction
City of Portland Legal Fees	15,000		TIF / CEA documents
Construction Loan Orig. Fee	16,288	1,457	0.2% of construction loan but not less than 16,000
Construction Loan Interest	235,168	21,020	Based on loan of \$8.149 million at 4.5% for 14 months (12 month construction)
Letter of Credit Fee for Performance Guaranty	5,000	447	Based on LOC value of \$500,000 at 1%
Constr. Lender, Equity Provider Legal Fees	27,000	2,413	
Constr. Lender Plan Review, Inspection	9,200	822	\$600/inspection for 12 inspections plus \$2000 for plans review
Construction Period Insurance	55,000	4,916	Builder's Risk and General Liability Insurance
Construction Period Taxes	4,000	358	15 months of pre-construction assessment
TOTALS	11,906,808	829,943	

178 Kennebec Street

Portland, Maine

Developer: Maine Workforce Housing, LLC (Nathan S. Szanton and Robert C.S. Monks, Principals)

50%	32.6%
60%	45.7%
market	21.7%
	<u>100%</u>

OPERATING INCOME SCHEDULE

Income From Units

Unit Type	# of Units	Square Footage	Gross Rent	Less Utility Allowance	Net Rent	Gross Potential Monthly Revenue From These Units
0-BR LIHTC unit at/below 50% of AMI	0	500	788	-30	758	-
1-BR LIHTC unit at/below 50% of AMI	15	650	845	-40	805	12,075
0-BR LIHTC unit at/below 60% of AMI	0	500	946	-30	916	-
1-BR LIHTC unit at/below 60% of AMI	21	650	1,014	-40	974	20,454
0-BR Market Rate unit (avg. market rate rent for all 1-BR units within the bldg)	0	500			925	-
1-BR Market Rate unit (avg. market rate rent for all 1-BR units within the bldg)	10	650			1195	11,950
Total Units	46	29,900				44,479

(note that total number of units may not appear to equal the sum of the unit types due to formula rounding)

Gross Annual Revenue from Unit Rents x 12 months = **533,748**

Laundry Income

Based on experience at 53 Danforth at \$15 per unit per month **8,280**

SUMMARY OF INCOME

Gross Potential Annual Unit Rental Income	533,748		
Gross Potential Annual Laundry Income	8,280		
Total Gross Potential Annual Income	542,028		
Less Vacancy & Collection Loss at 5%	-26,687		
Property Taxes Returned from The City (TIF)	52,110	75%	CEA
Net Annual Revenue	567,450		

178 Kennebec Street

Portland, Maine

Developer: Maine Workforce Housing, LLC (Nathan S. Szanton
and Robert C.S. Monks, Principals)46 Resident Units
41,215 sq. ft. of finished space**OPERATING EXPENSE SCHEDULE****Administrative Expenses**

Management Fee	42,088	8.30%	of gross receipts
Marketing	1,012	\$22	per unit per year.
Legal	2,300	\$50	per unit per year One eviction costs \$650-\$800. Appeals are more.
Management Software Fees	1,557	\$2.8	per unit per month
Audit	6,600		For annual audit of the project in MSHA format and tax return in format required by tax credit investor.
Telemedicine Room	1,800		For dedicated phone service and upgraded internet for the Telemedicine Room
Resident Services Coordination	32,120	Based on	16 hours per week \$35 /hr to the project, 52 weeks per year. Plus \$250/mo for supplies.
Portland Fire Inspection Fee	1,610	\$35	per unit per year **additional RSC hours due to homeless set-aside management

Utilities

Fuel	34,500	\$750	per unit per year
Common Area Electricity	16,100	\$350	pupy. Elevator, laundries, corridor & garage lights.
Water and Sewer	16,100	\$350	per unit per year
On-site phone and internet	8,000		Phone service for elevator/office/alarm and internet access for office

Maintenance Expenses

Elevator Maintenance	6,000		
Contract Maintenance	23,000	\$500	per unit per year. Includes pest control, electrical, plumbing & HVAC repair.
Common Area Cleaning	16,100	\$350	per unit per year 1342 per month
Trash Removal	11,500	\$250	per unit per year 958 per month
Snow Removal	5,000		
Work Orders/Turnovers	29,900	\$650	per unit per year
Parking Lease	18,000	\$150	per unit per month for 10 spaces
Maintenance Supplies	3,450	\$75	per unit per year

Taxes, Insurance, Other

Taxes	73,600		
Insurance - Property and Liability & Umbrella	13,800	\$300	pupy.
LIHTC Monitoring Fee			Prepaid as a development expense.
Replacement Reserve	20,700	\$450	pupy.
Real Estate Expenses w/o Debt Service	384,835		

Annual Debt Service - Amortizing Loan		0	Amortizing	6.0%	20 years	\$0	per month.
Annual Debt Service - Interest Only Loan	158,796	2,646,603	Interest Only	6.00%	30 years	\$13,233	per month.

TOTAL REAL ESTATE EXPENSES 543,631**TOTAL ANNUAL REAL ESTATE INCOME 567,450**

Annual Cash Flow from Real Estate	23,819	Cash flow of	500 PUPY minimum is required by MSHA
MH Debt Service Coverage Ratio	1.150	Debt Service Coverage Ratio of 1.15 is required by MSHA.	
Annual Real Estate Operating Cost Per Unit	7,916	Not including debt service and replacement reserve, but includes resident services coordination.	
Monthly Real Estate Operating Cost Per Unit	660	Not including debt service and replacement reserve, but includes resident services coordination.	



To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 178 Kennebec St
Maine Workforce Housing, LLC (Szanton & Monk)
Date: 6/4/18

Executive Summary

178 Kennebec is a proposed new construction project which will provide 46 one bedroom senior apartments above a ground floor of artist studio space or retail. The project is being developed by Maine Workforce Housing as part of the comprehensive redevelopment of the Bayside neighborhood. This is envisioned as one of several projects moving forward at the start of the transformation of a marginal area into a thriving pedestrian friendly neighborhood of mixed residential and neighborhood retail. The developer requests \$400,000 in HOME funding and a 75% TIF. The unit mix will be 78% affordable units – 15 units below 50% AMI, 21 units below 60% AMI, including 4 units reserved for homeless households -- and 22% market rate units (10 units).

Sources and Uses

Maine Housing 1 st	\$2,646,603	Acquisition:	\$295,600
Maine Housing Deferred Debt	\$1,080,000	Hard Construction:	\$8,329,181
LIHTC Equity	\$6,192,000	Soft & Misc Costs:	\$859,100
Sale of Commercial Unit	\$829,943	Financing Costs:	\$400,598
City of Portland HOME	\$400,000	Prefunded Reserves:	\$469,128
Deferred Developer Fee:	<u>\$758,262</u>	Developer Fee:	<u>\$1,533,201</u>
Total Sources:	\$11,906,808	Total Uses:	\$11,886,808

The difference between sources and uses seems to be a summation error in the developer's statement of uses, which reflects \$20,000 more in costs than is listed.

Letters of interest, intent, or commitment are not available for the sources. This is very early in project development, and the Maine Housing LIHTC application is the critical path for this financing structure. The developer has a track record of success applying for LIHTCs – of the 8 projects for which they have requested LIHTCs, they have received funding for all projects, with 7 out of 8 projects funded in the first application.

The developer is committing to defer 50% of their developer fee. The total fee is calculated at the maximum allowed by Maine Housing, and is 15.4% of Total Development Costs excluding reserves and developer fee. Fifteen percent is the upper end of industry standard. However, the cashflow does not look strong enough to retire the developer fee loan over 15 years. This is unlikely to be acceptable to the equity investor.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on an estimate provided by Wright-Ryan. Given the conceptual designs, this is based on a per square foot cost only, with residential construction estimated at \$172/sq foot and commercial (shell) at \$132/sq foot. Information on site conditions is limited – this estimate assumes the need for pilings for the foundation and that there is no contaminated soil which needs removal, but both of these assumptions must be investigated and will impact costs. Modest finishes are budgeted consistent with typical affordable housing construction. No mention is made of differentiating finishes for market rate units.

Soft Costs:

Most soft costs on a per unit basis are in the typical range for Portland area affordable housing projects. The developer fee, calculated at the maximum allowable, is the most significant outlier. At \$33,000 per unit, this is roughly twice other recent developer fees per unit. This concern is mitigated somewhat by the deferred developer fee loan, though since cashflow does not support the full repayment of that loan in 15 years, a developer fee loan of that size is unlikely to be allowed by the syndicator.

Contingency:

Hard cost contingency is budgeted at 5%. This is typical for new construction and generally appropriate when close to closing. However, site conditions are unknown here and pose a significant potential to drive up costs. The estimate is based on current prices without an inflator. Since this project is in the very early stages of development, construction cost inflation will also drive up construction prices.

Soft cost contingency is \$50,000, or 2.62% of total soft costs. This is very thin for this stage of the development.

Acquisition:

This site is being acquired as part of a larger package being transferred from the City of Portland to Rob Furman. Furman's purchase price for this site is \$250,000. Furman is selling to the developer for \$233,700. Furman is also expected to buy back the ground floor retail unit which he will manage as rental space for artist studio spaces or retail.

The site plan as currently configured includes no parking on the lot itself. Instead, as part of the Purchase Agreement with Furman, the developer will rent 19 spaces on the adjacent lot which is owned by Furman for at least 30 years. The price for the parking rent is not specified in the Purchase Agreement. The budget includes an \$80,600 line item called "Parking Requirement Buy -Out."

Operating Budget & 20 Year Cashflow Projection

Project Income:

There is no market study yet to confirm the appropriateness of the projected rents. The developer states there will be more than sufficient demand for these units based on the lengthy waiting lists for their three other rental properties in Portland. Without more information about the existing developments (for instance: location, unit size and amenities, age and/or income restrictions, rent rates



for market rate units if any) the existence of waiting lists does not demonstrate effective demand for this project.

The projected 50% AMI rents are consistent with the Front Street PHA project, so presumably are set at the maximum allowable for tax credit units restricted to households at 50% AMI. The 10 market rate units are budgeted at \$1,195 per month, much higher than Front Street market rate units (\$990), but substantially less than the Avesta Deering Place market rate of \$1,350. An industry standard 5% vacancy is budgeted for all unit types.

Since the ground floor unit is expected to be sold to an unrelated entity, this project does not bear the financial risk of retail vacancy.

Operating Expense

Total operating expense per unit is in the high range of typical for affordable housing, \$7,166 once the TIF is accounted for, and is 12% higher than the next highest applicant in this round. Comparing the operating costs by line item, the cost differential is in maintenance which at \$2,455/unit is very high for newly constructed, one bedroom units occupied by seniors. All those characteristics should push maintenance down.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Other than elevated maintenance expense, this project is not particularly fat. The developer has provided a 17 year cashflow projection which shows an acceptable 1.15 DSCR in year one, rising slightly to 1.17 in year in year 9, then slowly falling to 1.14 in year 17. A continuation of the developer's cashflow to year 20 would show a lower final year DSCR, which might explain why the developer provided only a 17 year projection. Due to slight differences in calculations, my estimate is slightly more optimistic, reflecting a 1.15 DSCR in year 20.

If the market does not support rents at \$1,195 for the market rate units, but those units rent instead for rates more consistent with the Front Street market rate units at around \$1,000, the projected cashflow is almost eliminated. However, there IS still a small cashflow, and the operating cost projections are high enough to provide some cushion in case of unexpected expenses.

Developer Financials

Maine Workforce Housing LLC has submitted unaudited balance sheet and operating expenses statements plus their annual tax return for 2015, 2016 and 2017. What we see in these statements is that Maine Workforce Housing is not an entity with significant assets, owning and operating real estate. Instead it is a vehicle for managing some development funds and particularly for receiving and distributing developer fees to the principals. The principals may have significant resources they can bring to bear in the event a project experiences difficulties, but the organization itself does not.

For the year ending 12/31/17 the organization reported \$38,963 in cash and cash equivalents and accounts payable of \$11,248, for a net cash position of \$27,715. That is not much working capital for a development of almost \$12 million. And the organization is currently in the development process with two additional projects in Maine.



For the three reported years, the organization has seen growth in fee income – 2015 \$609,573, 2016 \$604,199 and 2017 \$1,246,472. Developer fee income is typically quite volatile for developers operating at this scale, and very sensitive to timing of deal closings. Unlike organizations whose revenue is primarily rental income, high 2017 developer fee income is not necessarily a predictor of high 2018 income.

Recommendations

Subject to the availability of funds, I recommend a loan in the amount of \$400,000, zero percent interest, with repayment from cashflow, and a TIF at 75% over 30 years, with the following conditions prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.
2. Commitment of all sources on terms and conditions acceptable to City of Portland, including cashflow waterfall, raise rate, evidence of purchaser for commercial space, and a cashflow projection which shows retirement of developer fee loan;
3. Clean Phase I or Phase II if appropriate, and incorporation of all needed environmental remediation into the project budget;
4. explanation of the sales price of the site as it changes hands through the development process;
5. explanation of parking requirements and written agreements documenting how parking requirements will be met;
6. satisfactory market study which supports the projected unit mix and rent rates;
7. explanation of "Other Current Assets;" and evidence of satisfactory working capital and margin in case of cost over runs. This might come in the form of personal guarantees or prefunding a project specific development account.

Development Budget with Permanent Sources

Date 5/29/2018
 Project Name Kennebec St
 Project Address 178 Kennebec St
 Developer/Sponsor Maine Workforce Housing LLC (Szanton & Monk, Principals)

Total Units 46
 Total Square Feet 47,325

	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - 1st Lien Maine Housing	\$2,646,603	\$57,535	\$56
Permanent Financing - Maine Housing Deferred Debt	\$1,080,000	\$23,478	\$23
Equity (LIHTC/tenant contributions)	\$6,192,000	\$134,609	\$131
Deferred development fee	\$758,262	\$16,484	\$16
Other -- City of Portland HOME	\$400,000	\$8,696	\$8
Other -- Sale of Commercial Space	\$829,943	\$18,042	\$18
Total Sources of Funds	\$11,906,808	\$258,844	\$252

Uses of Funds

Hard Costs			
Site Improvements	\$0	\$0	\$0
Rehabilitation	\$0	\$0	\$0
New Construction	\$7,932,553	\$172,447	\$168
Contractor's Profit, Overhead, & Gen. Requirements	#DIV/0!	\$0	\$0
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium		\$0	\$0
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	5.0%	\$396,628	\$8,622
Total Hard Costs		\$8,329,181	\$181,069

Soft Costs			
Building Permit & Fees + "Utility Back-Charges"		\$90,000	\$1,957
Survey & Engineering		\$60,600	\$1,317
Design & Permitting (% of const exp)	4.5%	\$299,000	\$6,500
Borrower Legal (all closings, excluding syndication legal)			\$0
Title & Recording		\$102,000	\$2,217
Accounting & Cost Certification		\$6,500	\$141
Construction Period Taxes		\$4,000	\$87
Construction Period Insurance		\$55,000	\$1,196
Other: FF&E, Security		\$65,000	\$1,413
Other Testing = 15k		\$15,000	\$326
Total Soft Costs		\$697,100	\$15,154

Financing Costs			
Construction Loan Origination Fees	\$16,298	\$354	\$0
Construction Period Interest	\$235,168	\$5,112	\$5
Lender Inspection Fees	\$9,200	\$200	\$0
Letter of Credit Fee	\$5,000	\$109	\$0
Permanent Loan Fee/MSHA Fees	\$59,932	\$1,303	\$1
Construction Lender Legal	\$27,000	\$587	\$1
Other Legal, syndication = \$33k; City legal \$15k	\$48,000	\$1,043	\$1
Total Financing Costs	\$400,598	\$8,709	\$8

Miscellaneous			
Market Survey	\$6,500	\$141	\$0
Appraisal	\$7,500	\$163	\$0
Environmental Study	\$8,000	\$174	\$0
LIHTC Fees -- prepaid monitoring & allocation fee	\$90,000	\$1,957	\$2
Other: Commissioning		\$0	\$0
Relocation Costs		\$0	\$0
Other	\$0	\$0	\$0
Soft Cost Contingency (% of soft costs excl Dev Fee)	2.62%	\$50,000	\$1,087
Total Miscellaneous:	\$162,000	\$3,522	\$12

Acquisition			
Acquisition: Buildings	\$0	\$0	\$0
Acquisition: Land	\$215,000	\$4,674	\$5
Acquisition: Legal	\$0	\$0	\$0
Other Parking Requirement "buy-out"	\$80,600	\$1,752	\$2
Total Acquisition	\$295,600	\$6,426	\$6

Reserves and Developer Fee			
Operating Deficit Escrow	\$286,500	\$6,228	\$6
Prefunded Replacement Reserve	\$72,235	\$1,570	\$2
Taxes & Insurance Escrow	\$64,393	\$1,400	\$1
Developer Overhead	\$1,533,201	\$33,330	\$32
Developer Profit		\$0	\$0
Rent Up Reserve & Marketing	\$46,000	\$1,000	\$1
Other	\$0	\$0	\$0
Total Reserves and Developer Fee	\$ 469,128	\$2,002,329	\$42

Total Uses of Funds			
		\$11,886,808	\$258,409
			\$260
			\$20,000

Developer Fee Analysis: Total Fees: \$1,533,201
Percent of TDC: 15.44% (excluding reserves & developer fee)

Project Operating Pro Forma

Date May 29, 2018
 Project Name 178 Kennebec St
 Project Address 178 Kennebec St
 Developer/Sponsor Maine Workforce Housing LLC (Szanton & Monk, Principals)

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR			0	50%				\$0	#DIV/0!	\$0	\$0
0 BR			0	60%				\$0	#DIV/0!	\$0	\$0
1 BR	15	650	9750	50%	\$845	\$40		\$805	1.24	\$12,075	\$144,900
1 BR	21	650	13650	60%	\$1,014	\$40		\$974	1.50	\$20,454	\$245,448
1 BR	10	650	6500	market	\$1,195	\$0		\$1,195	1.84	\$11,950	\$143,400
2 BR			0	60%				\$0	#DIV/0!	\$0	\$0
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	46		29900							\$44,479	\$533,748

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			2021	\$2,022	2023	2024	2025	2026	2027	2028	2029
Income											
Sch. Gross Income - Residential	\$533,748	\$11,603	\$544,423	\$555,311	\$566,418	\$577,746	\$589,301	\$601,087	\$613,109	\$625,371	\$637,878
Vacancy Loss	5.0%	(\$26,687)	(\$580)	(\$27,221)	(\$27,766)	(\$28,321)	(\$29,465)	(\$30,054)	(\$30,655)	(\$31,269)	(\$31,894)
Other income (laundry)	\$8,280	\$180	\$8,446	\$8,615	\$8,787	\$8,963	\$9,142	\$9,325	\$9,511	\$9,701	\$9,895
TIF (75% TIF requested)	3%	\$52,110	\$1,133	\$53,673	\$55,283	\$56,942	\$58,650	\$60,410	\$62,222	\$64,089	\$66,011
Effective Gross Income		\$567,451	\$12,336	\$579,321	\$591,444	\$603,826	\$616,472	\$629,387	\$642,579	\$656,053	\$669,815
Administrative		8.30%	8.30%								
Management Fee	8.30%	\$42,086	\$915	\$42,928	\$43,786	\$44,662	\$45,555	\$46,466	\$47,396	\$48,344	\$49,310
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$1,012	\$22	\$1,042	\$1,074	\$1,106	\$1,139	\$1,173	\$1,208	\$1,245	\$1,282
Legal		\$2,300	\$50	\$2,369	\$2,440	\$2,513	\$2,589	\$2,666	\$2,746	\$2,829	\$2,914
Audit & Accounting		\$6,600	\$143	\$6,798	\$7,002	\$7,212	\$7,428	\$7,651	\$7,881	\$8,117	\$8,361
Admin Other		\$4,967	\$108	\$5,116	\$5,269	\$5,428	\$5,590	\$5,758	\$5,931	\$6,109	\$6,292
Total Administrative		\$56,965	\$1,238	\$58,253	\$59,571	\$60,921	\$62,302	\$63,715	\$65,162	\$66,643	\$68,159
Supportive Services		\$32,120	\$698	\$33,084	\$34,076	\$35,098	\$36,151	\$37,236	\$38,353	\$39,504	\$40,689
Utilities											
Fuel Oil		\$34,500	\$750	\$35,535	\$36,601	\$37,699	\$38,830	\$39,995	\$41,195	\$42,431	\$43,704
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$16,100	\$350	\$16,583	\$17,080	\$17,593	\$18,121	\$18,664	\$19,224	\$19,801	\$20,395
Water / Sewer		\$16,100	\$350	\$16,583	\$17,080	\$17,593	\$18,121	\$18,664	\$19,224	\$19,801	\$20,395
Other		\$8,000	\$174	\$8,240	\$8,487	\$8,742	\$9,004	\$9,274	\$9,552	\$9,839	\$10,134
Total Utilities		\$74,700	\$1,624	\$76,941	\$79,249	\$81,627	\$84,076	\$86,598	\$89,196	\$91,872	\$94,628

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$5,000	\$109	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
Janitorial	\$16,100	\$350	\$16,583	\$17,080	\$17,593	\$18,121	\$18,664	\$19,224	\$19,801	\$20,395	\$21,007
Trash Removal	\$11,500	\$250	\$11,845	\$12,200	\$12,566	\$12,943	\$13,332	\$13,732	\$14,144	\$14,568	\$15,005
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$3,450	\$75	\$3,554	\$3,660	\$3,770	\$3,883	\$3,999	\$4,119	\$4,243	\$4,370	\$4,501
Maintenance	\$29,900	\$650	\$30,797	\$31,721	\$32,673	\$33,653	\$34,662	\$35,702	\$36,773	\$37,876	\$39,013
Maintenance contracts (HVAC, e	\$29,000	\$630	\$29,870	\$30,766	\$31,689	\$32,640	\$33,619	\$34,628	\$35,666	\$36,736	\$37,838
Other Parking Lease	\$18,000	\$391	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486
Total Maintenance	\$112,950	\$2,455	\$116,339	\$119,829	\$123,424	\$127,126	\$130,940	\$134,868	\$138,914	\$143,082	\$147,374

Taxes & Insurance											
Real Estate Taxes or PILOT	\$73,600	\$1,600	\$75,808	\$78,082	\$80,425	\$82,837	\$85,323	\$87,882	\$90,519	\$93,234	\$96,031
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$13,800	\$300	\$14,214	\$14,640	\$15,080	\$15,532	\$15,998	\$16,478	\$16,972	\$17,481	\$18,006
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$87,400	\$1,900	\$90,022	\$92,723	\$95,504	\$98,369	\$101,321	\$104,360	\$107,491	\$110,716	\$114,037

Replacement Reserves	\$20,700	\$450	\$21,321	\$21,961	\$22,619	\$23,298	\$23,997	\$24,717	\$25,458	\$26,222	\$27,009
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$384,835	\$8,366	\$395,959	\$407,409	\$419,193	\$431,322	\$443,806	\$456,656	\$469,882	\$483,495	\$497,506
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Net Operating Income	\$182,616	\$3,970	\$183,361	\$184,035	\$184,632	\$185,149	\$185,581	\$185,923	\$186,171	\$186,320	\$186,365
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Debt Service											
First Lien	\$158,796	\$3,452	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$158,796	\$3,452	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796

Cash Flow (after Must Pay Debt)	\$23,820	\$518	\$24,565	\$25,239	\$25,836	\$26,353	\$26,785	\$27,127	\$27,375	\$27,524	\$27,569
Debt Service Coverage Ratio	1.15		1.15	1.16	1.16	1.17	1.17	1.17	1.17	1.17	1.17

Cash Flow Debt Payments											
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	95.0%	\$22,629	\$492	\$23,337	\$23,977	\$24,545	\$25,036	\$25,446	\$25,771	\$26,007	\$26,148
Cash Flow Retained by Project		\$1,191	\$26	\$1,228	\$1,262	\$1,292	\$1,318	\$1,339	\$1,356	\$1,369	\$1,378
Retained Cash Flow %	0%	\$757,071		\$733,734	\$709,757	\$685,212	\$660,176	\$634,731	\$608,960	\$582,953	\$556,805

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18
	\$2,030	\$2,031	2032	2033	2034	2035	2036	2037
Income								
Sch. Gross Income - Residential	\$650,636	\$663,649	\$676,922	\$690,460	\$704,269	\$718,355	\$732,722	\$747,376
Vacancy Loss	5.0%	(\$32,532)	(\$33,182)	(\$33,846)	(\$34,523)	(\$35,213)	(\$36,636)	(\$37,369)
Other income (laundry)	\$10,093	\$10,295	\$10,501	\$10,711	\$10,925	\$11,144	\$11,367	\$11,594
TIF	\$70,031	\$72,132	\$74,296	\$76,525	\$78,821	\$81,186	\$83,621	\$86,130
Effective Gross Income	\$698,229	\$712,894	\$727,873	\$743,173	\$758,802	\$774,766	\$791,073	\$807,731

Administrative								
Management Fee	\$51,303	\$52,329	\$53,375	\$54,443	\$55,532	\$56,642	\$57,775	\$58,931
Management Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense	\$1,360	\$1,401	\$1,443	\$1,486	\$1,531	\$1,577	\$1,624	\$1,673
Legal	\$3,091	\$3,184	\$3,279	\$3,378	\$3,479	\$3,583	\$3,691	\$3,802
Audit & Accounting	\$8,870	\$9,136	\$9,410	\$9,692	\$9,983	\$10,283	\$10,591	\$10,909
Admin Other	\$6,675	\$6,875	\$7,082	\$7,294	\$7,513	\$7,738	\$7,971	\$8,210
Total Administrative	\$71,299	\$72,925	\$74,589	\$76,293	\$78,037	\$79,823	\$81,652	\$83,523

Supportive Services								
	\$43,167	\$44,462	\$45,795	\$47,169	\$48,584	\$50,042	\$51,543	\$53,089

Utilities								
Fuel Oil	\$46,365	\$47,756	\$49,189	\$50,664	\$52,184	\$53,750	\$55,362	\$57,023
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$21,637	\$22,286	\$22,955	\$23,643	\$24,353	\$25,083	\$25,836	\$26,611
Water / Sewer	\$21,637	\$22,286	\$22,955	\$23,643	\$24,353	\$25,083	\$25,836	\$26,611
Other	\$10,751	\$11,074	\$11,406	\$11,748	\$12,101	\$12,464	\$12,838	\$13,223
Total Utilities	\$100,391	\$103,402	\$106,504	\$109,699	\$112,990	\$116,380	\$119,872	\$123,468

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18
Janitorial	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790	\$8,024	\$8,264
Exterminating	\$21,637	\$22,286	\$22,955	\$23,643	\$24,353	\$25,083	\$25,836	\$26,611
Trash Removal	\$15,455	\$15,919	\$16,396	\$16,888	\$17,395	\$17,917	\$18,454	\$19,008
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$4,637	\$4,776	\$4,919	\$5,066	\$5,218	\$5,375	\$5,536	\$5,702
Maintenance	\$40,183	\$41,389	\$42,630	\$43,909	\$45,226	\$46,583	\$47,981	\$49,420
Elevator, HVAC, pool contracts	\$38,974	\$40,143	\$41,347	\$42,587	\$43,865	\$45,181	\$46,536	\$47,933
Other	\$24,190	\$24,916	\$25,664	\$26,434	\$27,227	\$28,043	\$28,885	\$29,751
Total Maintenance	\$151,795	\$156,349	\$161,040	\$165,871	\$170,847	\$175,972	\$181,252	\$186,689

Taxes & Insurance								
Real Estate Taxes or PILOT	\$98,912	\$101,880	\$104,936	\$108,084	\$111,327	\$114,666	\$118,106	\$121,650
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$18,546	\$19,102	\$19,676	\$20,266	\$20,874	\$21,500	\$22,145	\$22,809
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$117,458	\$120,982	\$124,612	\$128,350	\$132,200	\$136,166	\$140,251	\$144,459

Replacement Reserves	\$27,819	\$28,654	\$29,513	\$30,399	\$31,311	\$32,250	\$33,217	\$34,214
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$511,929	\$526,773	\$542,053	\$557,781	\$573,970	\$590,634	\$607,787	\$625,442
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Net Operating Income	\$186,300	\$186,120	\$185,820	\$185,392	\$184,832	\$184,132	\$183,287	\$182,289
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Debt Service								
First Lien	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796	\$158,796
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$158,796							

Cash Flow (after Must Pay Debt)	\$27,504	\$27,324	\$27,024	\$26,596	\$26,036	\$25,336	\$24,491	\$23,493
Debt Service Coverage Ratio	1.17	1.17	1.17	1.17	1.16	1.16	1.15	1.15

Cash Flow Debt Payments								
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	95.0%	\$26,129	\$25,958	\$25,672	\$25,266	\$24,734	\$24,069	\$23,266
Cash Flow Retained by Project		\$1,375	\$1,366	\$1,351	\$1,330	\$1,302	\$1,267	\$1,225
Retained Cash Flow %	0%	\$504,485	\$478,527	\$452,855	\$427,589	\$402,855	\$378,785	\$355,519

*Order 268-17/18
Tab 31 6-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
THE CREDIT ENHANCEMENT AGREEMENT WITH 100 PARRIS STREET, LP**

ORDERED, that the attached credit enhancement agreement between the City of Portland and 100 Parris Street, LP related to the 178 Kennebec Street Affordable Housing Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

*Order 269 - 17/18
Tab 32 6-18-1*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER DESIGNATING THE 977 BRIGHTON AVENUE APARTMENTS
AFFORDABLE HOUSING DEVELOPMENT DISTRICT AND
TAX INCREMENT FINANCING DISTRICT AND ADOPTING THE
MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Avesta Housing Development Corporation intends to construct certain improvements within the 977 Brighton Avenue Apartments Affordable Housing Development Tax Increment Financing (“TIF”) District, including 40 units of affordable housing; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the senior citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 977 Brighton Avenue Apartments Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 977 Brighton Avenue Apartments Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 977 Brighton Avenue Apartments Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 977 Brighton Avenue Apartments Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “977 Brighton Avenue Apartments Affordable Housing Development District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “977 Brighton Avenue Apartments Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “977 Brighton Avenue Apartments Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Planning and Urban Development Director is authorized to submit annual reports on the status of the “977 Brighton Avenue Apartments Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English,

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: June 12, 2018

SUBJECT: (1) Order Designating 977 Brighton Avenue Apartments Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District

(2) Order Approving Credit Enhancement Agreement with Avesta 977 Brighton LP

SPONSOR: Jill Duson, Chair Justin Costa, Chair
Housing Committee Economic Development Committee

(At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and Economic Development Committee (3-0) voted to recommend approval of this request.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading June 18 Final Action July 16

Can action be taken at a later date: ___ Yes X No (If no why not?)

In order for the developer to maximize the projects competitiveness in the Low Income Housing Tax Credit application, the TIF application must be filed with Maine State Housing Authority no later than August 6, 2018. A Notice of Public Hearing must be published 10 days before the date of the hearing on July 16.

PRESENTATION: (List the presenter(s), type and length of presentation)

Mary Davis, Housing & Community Development Division Director will be available for questions.

I. ONE SENTENCE SUMMARY

Avesta Housing Development Corporation (AHDC) is proposing to construct 40 1-bedroom units for seniors (55+) on a site they own located at 977 Brighton Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a

Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$65,150 annually over 30 years.

II. AGENDA DESCRIPTION

At a joint meeting held on June 5, 2018, both the Housing Committee (3-0) and Economic Development Committee (3-0) voted to recommend approval of this request.

Avesta Housing Development Corporation (AHDC) is proposing to construct 40 1-bedroom units for seniors (55+) on a site they own located at 977 Brighton Avenue.

AHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$65,150 annually over 30 years.

AHDC has requested two forms of financial assistance.

(1) HOME funds request: \$300,000; the Housing Committee will make final HOME funding recommendations which will be forwarded to the City Council for final approval at a later date.

(1) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$65,150, with an estimated total of \$1,954,486 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable with an estimated annual assessment of \$3,200,000 and estimated annual taxes of \$69,280. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The development will include:

977 Brighton Avenue		
1-Bedroom Units (40)	at or below 50% area median income	24
	at or below 60% area median income	10
	Market Rate	6
Total Units		40

Eight (8) units will have project based rental assistance. As stated in the developer's application:

"The 0.73 acre site currently contains a single-family home and a garage, both of which will be demolished and cleared prior to construction. The project consists of one 4-story building, placed at the front of the property so as to create maximum active street frontage. There will also be a parking lot of 32 cars and an external gathering area or patio for residents. Vegetative screening will be used to create a level of privacy for residents."

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

III. BACKGROUND

Approval of this AHTIF request is key to making the project application competitive in the Low Income Housing Tax Credit application with MaineHousing.

The City Council must: (1) authorize the creation of the AHTIF District; and
 (2) approve the Credit Enhancement Agreement

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Establish an Affordable Housing TIF District to support the development of 40 new units of rental housing.

Increase access to rental and ownership housing that is safe and affordable for working and low-income families.

V. FINANCIAL IMPACT

When completed, this project's new assessed value is estimated at \$3.2 million, which will yield approximately \$2.9 million in increased annual assessed property value. Seventy-Five (75%) percent of the increased tax revenue will be captured revenue returned to the developer. The remaining 25% will be general fund revenue.

A Credit Enhancement Agreement will return approximately \$1,954,486 in captured revenue to the project (averaged at \$65,150 annually over thirty years) to off-set project operating costs. The

proposed project will be taxable. TIF projections and proposed district map are included in the backup to this memo.

Total development costs are estimated at \$8.2 million. At full build out, the development is projected to pay an average \$65,150 annually in projected new taxes captured. Non-captured general fund revenues are estimated at an average \$21,717 annually.

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$18,211+, or \$546,319 + over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of all requests for City funding (local and federal resources), including Affordable Housing Tax Increment Financing requests. The third party analysis shows a positive recommendation for the TIF investment.

Public Benefits In reviewing this TIF request, staff notes the public benefit associated with the TIF District of 40 units of 55+ housing, eighty-five percent (85%) of which will be affordable to households at or below sixty percent (60%) of the area median income. Additionally, the TIF will create tax sheltering benefits estimated at an average \$18,211 annually.

VII. RECOMMENDATION

Staff is requesting City Council (1) approve the establishment of the 977 Brighton Avenue Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with **Avesta 977 Brighton LP** and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

977 Brighton Avenue Apartments Affordable Housing Tax Increment Financing Development Program
Credit Enhancement Agreement
Declaration of Covenants
TIF Projection Table
TIF District Map
Applicant Request
Underwriting Report

Prepared by: Mary P. Davis

Date: June 12, 2018

CITY OF PORTLAND

**AVESTA 977 BRIGHTON AVENUE APARTMENTS AFFORDABLE HOUSING
DEVELOPMENT DISTRICT**

DEVELOPMENT PROGRAM

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- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
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- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

Avesta 977 Brighton Avenue Apartments Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 977 Brighton Avenue in Portland. The area includes approximately 0.734 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Avesta 977 Brighton Avenue Apartments Affordable Housing Development District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Avesta 977 Brighton LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the "Credit Enhancement Agreement"). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions. A. Project General Description. The Capital Project at Avesta 977 Brighton Avenue Apartments involves the redevelopment of approximately 0.734 acres, into an affordable housing neighborhood. The objective of the project is that 85% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of 40 units of rental housing for households aged 55+, the targeting for those units will be 10 of the units at

60% Area Median Income, 24 of the units at 50% Area Median Income and 6 of the units at market rate. The zoning for the project assures that this number of units and this affordability objective will be met.

The project includes 40 apartments, all of which will be newly constructed units.

The Avesta 977 Brighton Avenue Apartments project is projected to have a total local increased assessed valuation at build out of approximately \$3,200,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately a thirty year annual average of \$65,150 in increased property taxes to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$65,150 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay operating costs for the project at Avesta 977 Brighton Avenue Apartments. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. Businesses or persons currently residing in the property will be temporarily displaced or relocated as a result of the development activities proposed in the District. A relocation plan will be established to ensure that no business or person will be asked to relocate, either temporarily to another on-site or off-site unit during the development activities or permanently to a newly renovated unit, unless a suitable unit in decent, safe and sanitary condition is available for the business or person. No businesses or persons will be permanently displaced or relocated as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management).

The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years from the effective date of the approval of the District by the Director of the Maine State Housing Authority.

Section 2.09: Approval Considerations and Characteristics of the District. A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the District is approximately 0.734 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts in the City (which combined total is 603.95 acres) is 4.87%, which includes 3.65% included in two exempt districts, a transit oriented district and a downtown/transit oriented district, of the total acreage of the City and thus does not exceed 5% of the total acreage of the City; the total area of all existing and proposed affordable housing development districts in the City is 0.032% of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is \$1,533,510 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation of the District;

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from affordable housing development districts within Cumberland County does not exceed \$50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 2002 to the date of calculation; and

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Housing Plan and Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development on which 85% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Avesta 977 Brighton Avenue Apartments Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2018; (tax year April 1, 2017, Fiscal Year 2018). Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to

Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75%. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be the entire amount of the 75% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior years level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 75% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District, as provided in such Credit Enhancement Agreement.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Avesta 977 Brighton Avenue Apartments project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$22.08/\$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is “sheltered” in a TIF and, therefore, does not get counted in the City’s state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City’s control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July 5, 2018, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on July 16, 2018. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on July 16, 2018 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: July _____, 2018

Jon P. Jennings, City Manager, City of Portland

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of _____, 2018, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and Avesta 977 Brighton LP, a Maine limited partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the 977 Brighton Avenue Apartments Affordable Housing Development District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on July 16, 2018 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has reviewed and approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such City Council Meeting approval and a resolution of the Municipal Officers, adopted July 16, 2018 by vote of the City Council and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 75% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"Current Assessed Value" means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect.

“Developer” means Avesta 977 Brighton LP, its successors and assigns.

“Development Program” means the Development Program for the District as adopted by the City at a meeting of the City Council held on July 16, 2018.

“District” means the 977 Brighton Avenue Apartments Affordable Housing Development District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on August 3, 2015.

“Financial Plan” means the financial plan described in Article III of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may establish.

“Increased Assessed Value” means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

“Original Assessed Value” means the assessed value of the District as of March 31, 2018, which amount was Two Hundred Ninety-One Thousand One Hundred Dollars (\$291,100.00).

“Project” means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

“Project Costs” means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

“Project Cost Account” means the Developer’s Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

“Qualified Investments” means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

“Tax Increment” means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District.

“Tax Increment Revenues (Developer’s Share)” means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer’s Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer’s Share) is seventy-five percent (75%). The Tax Increment Revenues (Developer’s Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means the formulas utilized by the State of Maine in calculating (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) If any clause, provision, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

**ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE
AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING
REQUIREMENTS**

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the 977 Brighton Avenue Apartments Affordable Housing Development District Affordable Housing Development Program Fund; and (b) a segregated fund in the name of the City designated as the "977 Brighton Avenue Apartments Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for the period beginning on the effective date of the approval of the District by the Director of the Maine State Housing Authority and continuing for thirty (30) years as described below. Subject to the conditions set forth below, the City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Fiscal Year beginning July 1, 2019 and ending June 30, 2020 (FY20) and continuing with each Fiscal Year of the City thereafter through and including June 30, 2049 (FY49). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 75% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

Section 3.2. Prior to receiving the first payment under this Agreement:

(a) Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

(b) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1 - 12 of the Portland City Code, whichever is greater. The City will provide the Developer with information that the Developer must include in all bid materials that the Developer provides to prospective contractors who may bid on the project to ensure that the wage requirements set forth in this section are met.

(c) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with City's Green Building Code set forth in the Chapter 6, Article VII, of the Portland City Code.

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share) paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

Section 3.7. The Developer and its contractors employed in the construction phase the Project shall adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. All employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of

a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) any failure by the City to make deposits into the Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the rental units within the District remain affordable after such

transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
 City Portland
 389 Congress Street
 Portland, Maine 04101

If to the Developer: Avesta 977 Brighton LP
 c/o Avesta Housing Development Corporation
 307 Cumberland Avenue
 Portland, ME 04101

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a “net agreement,” and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledges. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer’s right, title and interest herein.

Section 8.10. Maine Housing Rules and Requirements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. Affordability Covenants. The Developer and the City shall, in order to assure the continued affordability of the rental units as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration which is substantially in the same form as the “Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

Section 8.12. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer’s Share), estimated development costs and other estimates. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer’s property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings, Its City Manager

AVESTA 977 BRIGHTON LP

BY: General Partner

By: _____
Dana Totman, President

C:\Users\mpd\Desktop\2018 AHTIF\Docs Submitted for Review xx.xx.18\02 977 Brighton Avenue CEA Draft.docx

DRAFT

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the 977 Brighton Avenue
Apartments Affordable Housing Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the City of Portland, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and Avesta 977 Brighton LP, a Maine limited partnership with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 ("Developer").

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the "AHTIF") for project operating costs associated with the development of forty (40) units of rental housing located at 977 Brighton Avenue, Portland, Maine (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the "Effective Date") and continuing for thirty (30) years from the Effective Date of this Declaration (the "Qualified Project Period").
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may

enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the AHTIF, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that the AHTIF is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of forty (40) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the nature, size, number or location of the units in the Development and the facilities in the units.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least thirty-four (34) of the units will be occupied by households with incomes at or below sixty percent (60%) (collectively referred to as the "Low Income Units"). The remaining four (4) units will be market rate units.
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, ("Section 42") and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.

4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.

5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants

herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications**. This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability**. The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns**. This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law**. This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices**. Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer simultaneously to the Limited Partners at c/o Northern New England Housing Investment Fund, 75 Market Street, Suite 201, Portland, ME 04101, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor**. This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, Avesta 977 Brighton LP, and Avesta Housing Development Corporation [**construction lender and any other entities providing financing will also be parties**] dated _____, 2018 to be recorded in the Cumberland County Registry of Deeds herewith.

Signature page follows.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2018.

CITY OF PORTLAND

Witness

By: _____
Jon P. Jennings
Its City Manager

AVESTA 977 BRIGHTON LP
BY: Pinecone Housing Corporation, its General Partner

Witness

By: _____
Dana Totman, Its President

**State of Maine
Cumberland, ss.**

_____, 2018

Personally appeared the above named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta 977 Brighton LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

**State of Maine
Cumberland, ss.**

_____, 2018

Personally appeared the above named Jon P. Jennings, City Manager to the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

City of Portland - TIF Model of 5/16/2018

OAV: \$291,100 as of 4/1/2017
 CBL: 275-C-1, 2, 3, 6 to 10

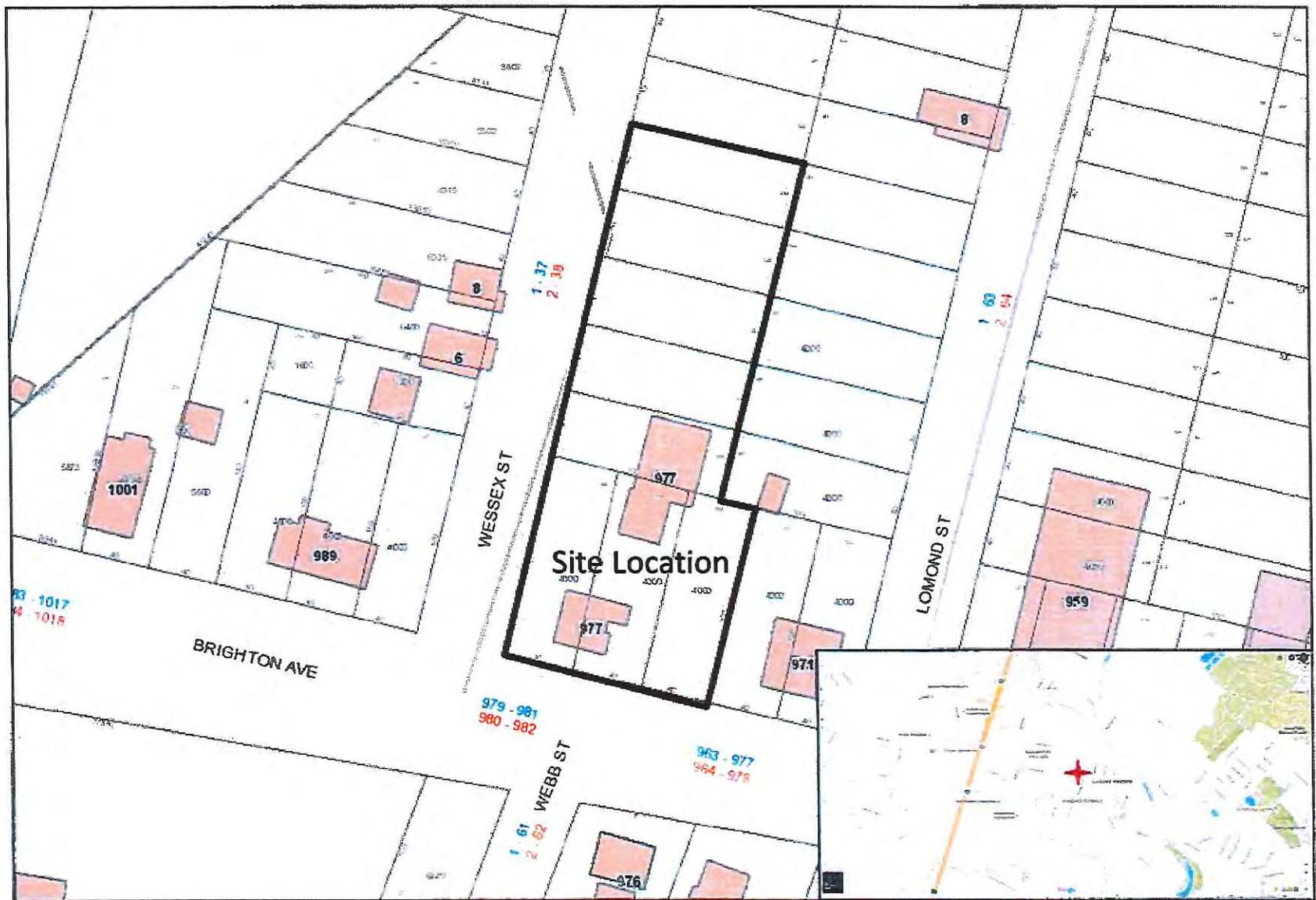
City of Portland- TIF Projection Table - 977 Brighton Avenue									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2019	\$2,908,900	75.00%	\$2,181,675	22.08	\$48,178	\$48,178	\$0	\$16,059
2	2020	\$2,908,900	75.00%	\$2,181,675	22.52	\$49,141	\$49,141	\$0	\$16,380
3	2021	\$2,908,900	75.00%	\$2,181,675	22.98	\$50,124	\$50,124	\$0	\$16,708
4	2022	\$2,908,900	75.00%	\$2,181,675	23.43	\$51,127	\$51,127	\$0	\$17,042
5	2023	\$2,908,900	75.00%	\$2,181,675	23.90	\$52,149	\$52,149	\$0	\$17,383
6	2024	\$2,908,900	75.00%	\$2,181,675	24.38	\$53,192	\$53,192	\$0	\$17,731
7	2025	\$2,908,900	75.00%	\$2,181,675	24.87	\$54,256	\$54,256	\$0	\$18,085
8	2026	\$2,908,900	75.00%	\$2,181,675	25.37	\$55,341	\$55,341	\$0	\$18,447
9	2027	\$2,908,900	75.00%	\$2,181,675	25.87	\$56,448	\$56,448	\$0	\$18,816
10	2028	\$2,908,900	75.00%	\$2,181,675	26.39	\$57,577	\$57,577	\$0	\$19,192
11	2029	\$2,908,900	75.00%	\$2,181,675	26.92	\$58,729	\$58,729	\$0	\$19,576
12	2030	\$2,908,900	75.00%	\$2,181,675	27.46	\$59,903	\$59,903	\$0	\$19,968
13	2031	\$2,908,900	75.00%	\$2,181,675	28.01	\$61,101	\$61,101	\$0	\$20,367
14	2032	\$2,908,900	75.00%	\$2,181,675	28.57	\$62,323	\$62,323	\$0	\$20,774
15	2033	\$2,908,900	75.00%	\$2,181,675	29.14	\$63,570	\$63,570	\$0	\$21,190
16	2034	\$2,908,900	75.00%	\$2,181,675	29.72	\$64,841	\$64,841	\$0	\$21,614
17	2035	\$2,908,900	75.00%	\$2,181,675	30.32	\$66,138	\$66,138	\$0	\$22,046
18	2036	\$2,908,900	75.00%	\$2,181,675	30.92	\$67,461	\$67,461	\$0	\$22,487
19	2037	\$2,908,900	75.00%	\$2,181,675	31.54	\$68,810	\$68,810	\$0	\$22,937
20	2038	\$2,908,900	75.00%	\$2,181,675	32.17	\$70,186	\$70,186	\$0	\$23,395
21	2039	\$2,908,900	75.00%	\$2,181,675	32.81	\$71,590	\$71,590	\$0	\$23,863
22	2040	\$2,908,900	75.00%	\$2,181,675	33.47	\$73,022	\$73,022	\$0	\$24,341
23	2041	\$2,908,900	75.00%	\$2,181,675	34.14	\$74,482	\$74,482	\$0	\$24,827
24	2042	\$2,908,900	75.00%	\$2,181,675	34.82	\$75,972	\$75,972	\$0	\$25,324
25	2043	\$2,908,900	75.00%	\$2,181,675	35.52	\$77,491	\$77,491	\$0	\$25,830
26	2044	\$2,908,900	75.00%	\$2,181,675	36.23	\$79,041	\$79,041	\$0	\$26,347
27	2045	\$2,908,900	75.00%	\$2,181,675	36.95	\$80,622	\$80,622	\$0	\$26,874
28	2046	\$2,908,900	75.00%	\$2,181,675	37.69	\$82,234	\$82,234	\$0	\$27,411
29	2047	\$2,908,900	75.00%	\$2,181,675	38.45	\$83,879	\$83,879	\$0	\$27,960
30	2048	\$2,908,900	75.00%	\$2,181,675	39.22	\$85,557	\$85,557	\$0	\$28,519
30 Year TIF Total		\$67,267,000		\$65,450,250		\$1,954,486	\$1,954,486	\$0	\$651,495
30 Year Average						\$65,150	\$65,150	\$0	\$21,717

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model
977 Brighton Avenue**

75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund

TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2019	\$2,908,900	\$2,181,675	\$0	\$1,329	\$1,188	\$2,517
2	2020	\$2,908,900	\$2,181,675	\$0	\$1,329	\$1,188	\$2,517
3	2021	\$2,908,900	\$2,181,675	\$0	\$1,329	\$1,188	\$2,517
4	2022	\$2,908,900	\$2,181,675	\$6,036	\$1,329	\$1,188	\$8,553
5	2023	\$2,908,900	\$2,181,675	\$12,072	\$1,329	\$1,188	\$14,589
6	2024	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
7	2025	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
8	2026	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
9	2027	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
10	2028	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
11	2029	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
12	2030	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
13	2031	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
14	2032	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
15	2033	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
16	2034	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
17	2035	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
18	2036	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
19	2037	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
20	2038	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
21	2039	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
22	2040	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
23	2041	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
24	2042	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
25	2043	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
26	2044	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
27	2045	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
28	2046	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
29	2047	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
30	2048	\$2,908,900	\$2,181,675	\$18,108	\$1,329	\$1,188	\$20,625
30 Year TIF Total		\$87,267,000	\$66,460,250	\$470,805	\$39,864	\$35,649	\$546,319
30 Year Average				\$15,694	\$1,329	\$1,188	\$18,211

977 Brighton Avenue, Portland, Me.





City of Portland HOME Funds Application

Project: 977 Brighton Avenue Apartments

Avesta Housing is requesting \$300,000 of HOME funds from the City of Portland for our 977 Brighton Avenue Apartments project ("977 Brighton") at 977 Brighton Avenue in Portland, Maine.

The development involves the new construction of 40 1-bedroom rental apartments for seniors (55+ years of age), in one 4-story building. 34 of the apartments will be affordable and 6 will be market rate. 24 units will be affordable to households at or below 50% of area median income and 10 will be affordable to households at or below 60% of area median income. Portland Housing Authority has awarded project-based rental assistance to eight of the units at the project. All units with affordability restrictions will have a utility allowance factored into the tenant rent payment.

977 Brighton represents an opportunity to create much-needed affordable senior housing in an accessible location within Portland. The development site contains eight contiguous lots located in a highly walkable area in the Nasons Corner section of Portland. The project is located near many amenities and services, making it a prime location for housing; retail stores, a pharmacy, trails and restaurants are all located within a half mile. The site is also located within a tenth of a mile to a bus stop on the extensive Portland public transportation bus system, connecting residents with Portland's downtown as well as adjoining communities.

See the attached maps for more information about the project's siting within the City and relative to numerous nearby amenities.

As shown in the attached pictures, the 0.73-acre site currently contains a single-family home and a garage, both of which will be demolished and cleared prior to construction. The project will consist of one 4-story building, placed at the front of the property so as to create maximum active street frontage. There will also be a parking lot for 32 cars and an external gathering area or patio for residents. Vegetative screening will be used to create a level of privacy for residents. Storm water management systems will be used to ensure that the project does not adversely impact the vicinity of the subject parcel. Avesta will work with City staff and the Planning Board to ensure that the design of the project is consistent with neighborhood design characteristics.

Each apartment will be approximately 600 square feet and all accessibility requirements will be met. Additional amenities will include on-site laundry, a health room, a community room and resident service coordination.

977 Brighton Avenue Apartments will continue Avesta Housing's commitment to construct and manage buildings designed to maximize energy performance, minimize adverse environmental impacts, provide healthy living spaces, conserve natural resources, and promote smart growth and sustainable development. All requirements of the City of Portland's Green Building Ordinance will be met. Additionally, as alluded to in the attached information provided by the property manager, Avesta Housing Development Corporation, smoking at the project will be prohibited and educational materials on tobacco treatment programs will be provided to tenants.

These affordable units at 977 Brighton Avenue come at a critical time for the City. Vacancies in Portland are at historic lows while rents remain too high for thousands of local renter households. In 2017, Avesta alone received requests for affordable housing from nearly 3,800 households (over 1,300 of which were senior-led households) but was only able to provide housing to 393.

977 Brighton Avenue Apartments will create much-needed senior affordable rental housing in an area of the city that is rich with transit, services, and neighborhood amenities.





ZONE INFORMATION

ZONE: RESIDENTIAL 3 (R-3) + RESIDENTIAL-PROFESSIONAL (R-3/P) + RESIDENTIAL (R-3)

PROPOSED USE: AFFORDABLE SENIOR HOUSING

SPACE STANDARDS	R-3	R-3/P	41-688 DORMS ALLOWED	PROVIDED
LOW RISE UNITS			200	34
WORKSPACE UNITS			20	0
HARVEST UNITS			20	0
TOTAL NUMBER OF UNITS			1000	34
LOT AREA PER UNIT	6,500 SQ FT.	10,000 SQ FT.	12,500	3,000
PERMIT LOT SIZE	6,500 SQ FT.	6,500 SQ FT.		3,000
PERMIT STREET FRONTAGE	50 FEET	30 FEET		
HARVEST FRONT YARD				30 FEET
PERMIT FRONT YARD	75 FEET	75 FEET + 1 FEET	- 0.20 FEET	75 FEET
PERMIT REAR YARD	75 FEET	75 FEET		140 FEET
PERMIT SIDE YARD				
2 1/2 STORY STRUCTURE	15 FEET	16 FEET	- 0 FEET	28 FEET
SIDE YARD ON A SIDE STREET	20 FEET	20 FEET	- 0 FEET	30 FEET
PERMIT UNIT SIZE				820 SQ. FT.
OVERALL DEVELOPER AREA (AREA)				1,000 SQ. FT.
ACTUAL LOT COVERAGE (FOOTPRINT)				240
MAXIMUM LOT COVERAGE	35%	35%		
PERMIT LOT WIDTH	44 FEET	44 FEET		44 FEET
MAXIMUM BUILDING HEIGHT	30 FEET	30 FEET	- 0 FEET	44 FEET
			1.50 FEET	

1.75' OR AVERAGE OF ADJACENT FRONT YARDS, AVERAGE OF TURNS, AVOIDING 45° + 15°

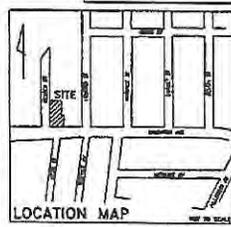
GENERAL NOTES

- ONE-AND-A-HALF AVENUE HOUSING DEVELOPMENT CORPORATION, 507 COLUMBIA AND AVENUE, PORTLAND, OREGON, AND COAST COUNTY'S RESIDENTIAL DESIGN BOOK SERIES, PAGE 307, BLOCK 2, PAGE 28, RECORDED DATE 8/15/04.
- DESIGNER: PROGRAM 1 GREEN CIRCLE ENGINEERS, 78 VANAN AVENUE, PORTLAND, OREGON.
- ARCHITECT: CWS ARCHITECTS, 244 US ROUTE ONE 9A, SCARBOROUGH, MAINE.
- TOPOGRAPHIC, UTILITY AND BOUNDARY INFORMATION TAKEN FROM: "BOUNDARY & TOPOGRAPHIC SURVEY AT 977 BRIGHTON AVENUE, PORTLAND, MAINE FROM 1964 AVENUE HOUSING SURVEY OF COLUMBIA AVENUE, PORTLAND, MAINE" BY JOHN HANCOCK, INC. 240 US ROUTE ONE, PORTLAND, MAINE, FILED JULY 2, 1964.
- UTILITY AND BOUNDARY PROVIDED BY ALBERT PRICK ASSOCIATES, INC., 284 COLUMBIA ROAD, GORHAM, MAINE.
- BUILDING INFORMATION FROM SOIL CONSERVATION STUDY OF COLUMBIA COUNTY AND ARE SCIENTIFICALLY SET LOAN AT THE SOUTH HALF OF THE SITE AND 1/2 BLOCK (EAST SIDE SANDY LOAN AT THE NORTH HALF OF THE PARCEL).
- ZONE: RESIDENTIAL PROFESSIONAL AND RESIDENTIAL 3, PROPOSED USE: AFFORDABLE SENIOR HOUSING.
- TAX MAP REFERENCE: MAP 275 / BLOCK C / LOT 1, 2, 3, 4 AND 5.
- TOTAL PARCEL = 0.124 ACRES.
- CALL DIS-SAFE PRIOR TO COMMENCING WORK, OR OR 1-800-DIS-SAFE.
- BUILDING SHALL HAVE A NUMBER CLEARLY VISIBLE FROM THE ROAD.
- LOT TO BE SERVED BY PUBLIC WATER AND SEWER, THESE SERVICES, INCLUDING HYDRANTS, ARE AS SHOWN ON SHEET C13, GRADING AND UTILITIES PLAN.
- POWER TELEPHONE AND CABLE ARE TO BE UNDERGROUND FROM AN EXISTING POLE, THESE SERVICES ARE SHOWN ON SHEET C13, GRADING AND UTILITIES PLAN.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE TRAFFIC SIGN AND SIGNPOST CONTROL, BOOK 1, PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MARCH 2004.
- NO CONSTRUCTION OR FILLING OF SETBACKS OTHER THAN THAT SHOWN ON THE PLAN ARE ALLOWED. NEW PERMIT IS REQUIRED FOR THE PROJECT.
- ALL WORK SHALL BE THE PUBLIC RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- THE SUBJECT PARCEL, SHOWN AS 977 BRIGHTON AVENUE IS SUBJECT TO A CITY OF PORTLAND LEVEL 15 SITE PLAN AND BOUNDARY PERMIT.
- DETAILS OF STREET TREES ARE INCLUDED ON THE LANDSCAPE PLAN AS PART OF THE APPROVAL FOR 977 BRIGHTON SITE PLAN.
- FLOODPLAIN: THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COUNTY MAPS, LIBRARY SERIES, EFFECTIVE DATE, DECEMBER 3, 1994. IT IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
- SIDE CLEARANCE REQUIREMENTS ARE AS NOTED ON SHEET C13 UNDER SIDE CLEARANCE NOTES.
- MECHANICAL EQUIPMENT IS TO BE INSTALLED ON THE ROOF.
- NEW PROPERTY PINS TO BE SET AT THE EXPENSE OF THE OWNER AT THE END OF CONSTRUCTION. ANY DEVIATION DAMAGED BY CONSTRUCTION IS TO BE REPLACED.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE TRAFFIC SIGN AND SIGNPOST CONTROL, BOOK 1, PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MARCH 2004.
- THIS PROJECT HAS A GEOTECHNICAL REPORT BY DR. COLLEEN SHAW, INC. ALL RECOMMENDATIONS OF THE REPORT ARE TO BE FOLLOWED WHILE CONDUCTING AND COMPLETING SITE EARTHWORK.

CWS ARCHITECTS
ARCHITECTS 1071-1030-0154



DESIGNER
PINKHAM & GREEN, ARCHITECTS
1071-1030-0154



PROJECT DRAWINGS

01	SECTION RECORDING PLAN, SHEET 1 OF 1
02	SECTION RECORDING PLAN, SHEET 2 OF 2
03	EXISTING CONDITIONS AND DEVIATION PLAN
04	GRADING AND UTILITIES PLAN
05	BROWN CONTROL PLAN NOTES AND DETAILS
06	LANDSCAPE PLAN, NOTES AND DETAILS
07	SITE LIGHTING
08	SITE DETAILS
09	SITE DETAILS
10	SITE DETAILS
11	ORANGE ANALYSIS
12	BOUNDARY & TOPOGRAPHIC SURVEY

OWNER
977 BRIGHTON AVE ELDERLY APARTMENTS
C/O AVENUE HOUSING

PROJECT
977 BRIGHTON AVE ELDERLY APARTMENTS

DRAWING
SITE PLAN

REVISIONS

DRAWING NUMBER
C2.1

SCALE: AS SHOWN
DATE: 12/21/2017

CITY OF PORTLAND SITE PLAN NOTES

- LANDSCAPING SHALL MEET THE "LANDSCAPING SPECIFICATIONS AND STANDARDS OF PRACTICE AND LANDSCAPING DESIGN HANDBOOK OF THE CITY OF PORTLAND, TECHNICAL AND DESIGN STANDARDS AND GUIDELINES."
- THE ENTIRE SITE SHALL BE DEVELOPED AND MAINTAINED AS DEFINED ON THE SITE PLAN APPROVED BY THE PLANNING AND DESIGN CONTROL, DEPT. OF ENVIRONMENTAL PROTECTION. ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING EARTH ELEVATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF BUSHES OR LAWN AREAS, ACCESS, WALK, LOGGING, AND SURFACING OF PARKING AREAS AND LOCATION AND SIZE OF BUILDINGS.
- ALL POSSIBLE UTILITIES SHALL BE OVERSEEN.
- SEWERAGE AND CURBS SHALL BE DESIGNED AND BUILT WITH TYPICAL RINGS AT ALL STREET CORNERS, CROSSINGS AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- ALL BROWN CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PLANS PREPARED AND BROWN CONTROL, DEPT. OF ENVIRONMENTAL PROTECTION, MARCH 2004.
- ALL BROWN CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR REPAIRING.
- ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDING OR PAVED AREAS SHALL BE STABILIZED WITH LOGS AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES (BMP) ABOVE.
- PRIOR TO CONSTRUCTION, PRECONSTRUCTION MEETINGS SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE, AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK AT THAT TIME. THE SITEWORKING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A FINALLY AGREABLE TIME FOR THE PRECONSTRUCTION MEETING.
- EXISTING VEGETATION SHALL BE CONSIDERED IN AREAS SHOWN ON THE SITE PLAN OR OTHER PROTECTIVE BARRIERS SHALL BE SITED OUTSIDE THE COMP-LINE OF REMOVAL. SPECIFIED OF TREES DESIGNATED FOR PRESERVATION PRIOR TO THE START OF CONSTRUCTION. PRESERVATION SHALL NOT TAKE PLACE WITHIN THE COMP-LINE OF TREES DESIGNATED FOR PRESERVATION. NO STORAGE OR CONSTRUCTION MATERIALS SHALL BE PLACED WITHIN THE COMP-LINE OF TREES TO BE PRESERVED.

PARKING & BICYCLES

PARKING SPACES PROVIDED:	31
STANDARD SPACES:	0
20' SPACES:	0
20' COMPACT:	0
ACCESSIBLE SPACES:	0
20' COMPACT:	0
BICYCLE SPACES PROVIDED:	18 (18 RACKS)
BIKE SPACES REQUIRED:	7 (7 RACKS)
BIKE SPACES PER 20' CYCLING UNIT (4072.5)	0.44

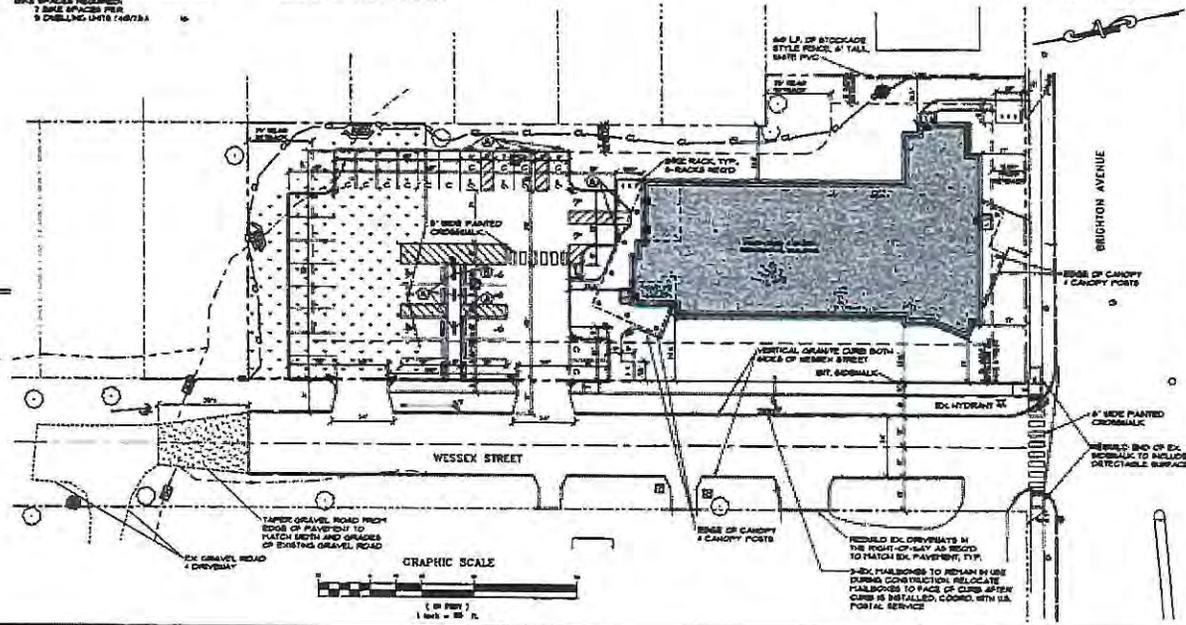
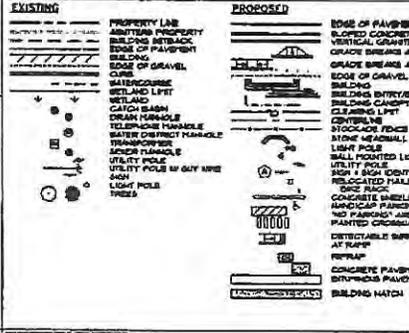
WAIVERS REQUESTED

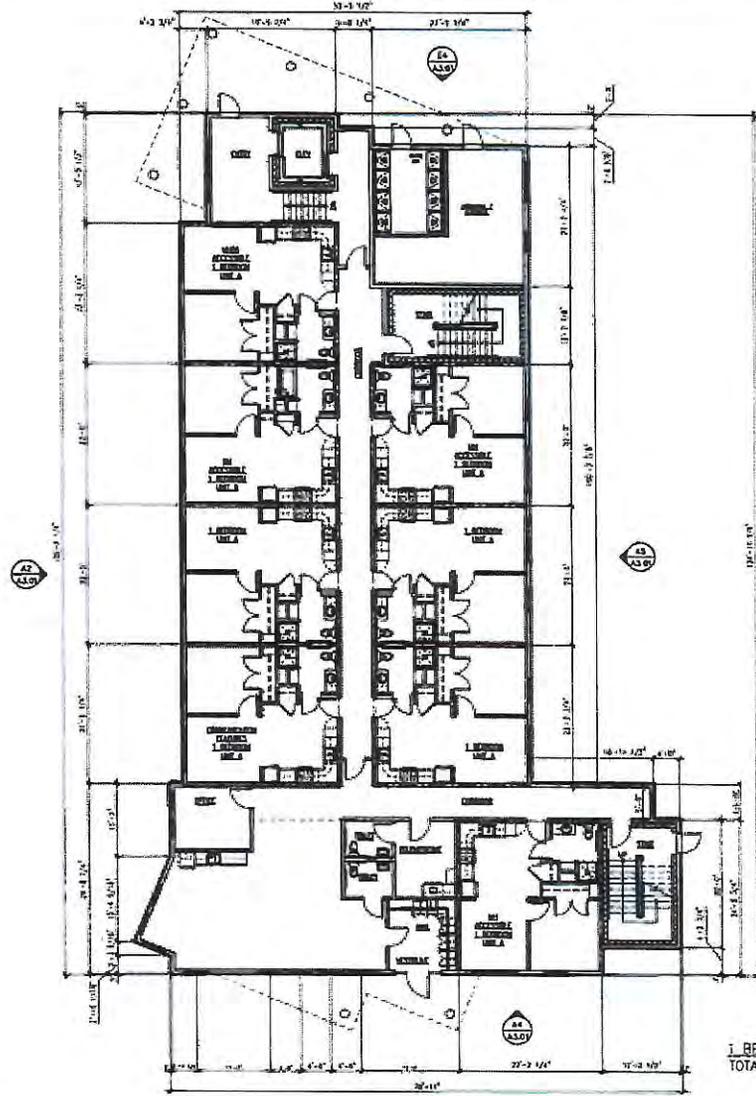
- THE PLANNING BOARD WAIVER REQUESTS NOT MAKE SECTION 14-324 (1) A (1) OF THE CITY OF PORTLAND ORDINANCE 11.00.010 USE ORDINANCE FOR REDUCTION OF DRIVE WAYS FROM 24 FEET TO 21 FEET.
- THE PLANNING BOARD WAIVER REQUESTS NOT MAKE SECTION 14 OF THE CITY OF PORTLAND'S TECHNICAL MANUAL BECAUSE THAT PARCEL HAS LOTS WITH GREATER THAN 10 SPACES THAT BE COMPRESSED OR UP TO 20% COMPACT PARKING SPACES TO ALLOW 20% COMPACT SPACES MADE 18 STARS TO THE TOTAL NUMBER.

IMPERVIOUS INFORMATION

BUILDING PAVEMENT	4 GRAVEL	3,000 SQ. FT.	1,000 SQ. FT.
	GRAVEL	3,000 SQ. FT.	3,000 SQ. FT.
	GRAVEL	3,000 SQ. FT.	12,000 SQ. FT.
NET IMPERVIOUS			1,000 SQ. FT.

LEGEND





FIRST FLOOR PLAN 7684 SQ. FT.

1 RED UNITS = 40
TOTAL 1ST FL = 8

ALL UNITS FURNISHED WITH THE SAME LAYOUT FOR ADAPTABILITY OR ACCESSIBLE UNITS. DIMENSIONS OF ACCESSIBLE UNITS SHOWN AND LOCATIONS TO BE PROVIDED WITH APPLICABLE. ALL UNITS MEET BARBODEN (2010/2011)

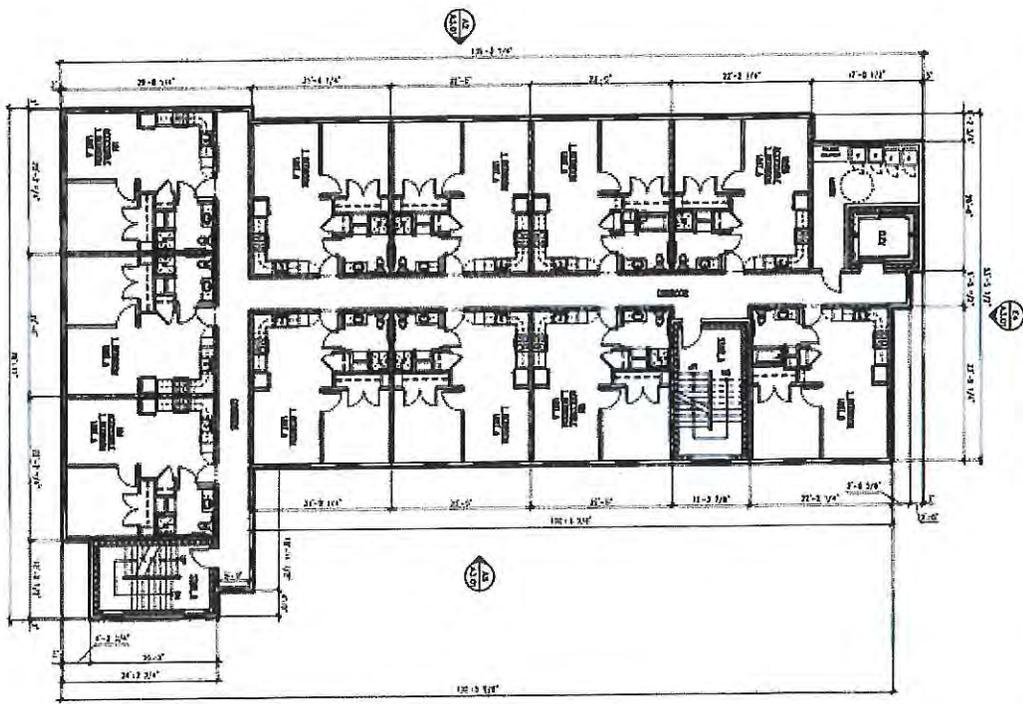


AS FIRST FLOOR PLAN

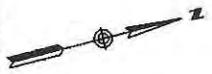
CWS ARCHITECTS <small>ARCHITECTS INTERIORS DESIGN</small> <small>1710 Cambridge Street, Portland, ME 04103</small> <small>508-222-7072 FAX 508-222-7073</small>	
DESIGNER CWS ARCHITECTS <small>1710 Cambridge Street Portland, ME 04103 508-222-7072 cwsarchitects.com</small>	OWNER AVESTA 977 BRIGHTON LP c/o AVESTA HOUSING <small>1000 Commercial Street Portland, ME 04103</small>
PROJECT 977 BRIGHTON AVE SENIOR APARTMENTS <small>1111 1/2 Commercial St Portland, ME 04103</small>	DRAWING NUMBER FIRST FLOOR PLAN <small>DATE: 7/21/2017</small>
REVISIONS	SCALE AS SHOWN DATE 7/21/2017

A5 THIRD FLOOR PLAN
SCALE 1/8" = 1'-0"

THIRD FLOOR PLAN
7684 SO. FT.



ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
THIS DRAWING IS THE PROPERTY OF CWS ARCHITECTS AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CWS ARCHITECTS.



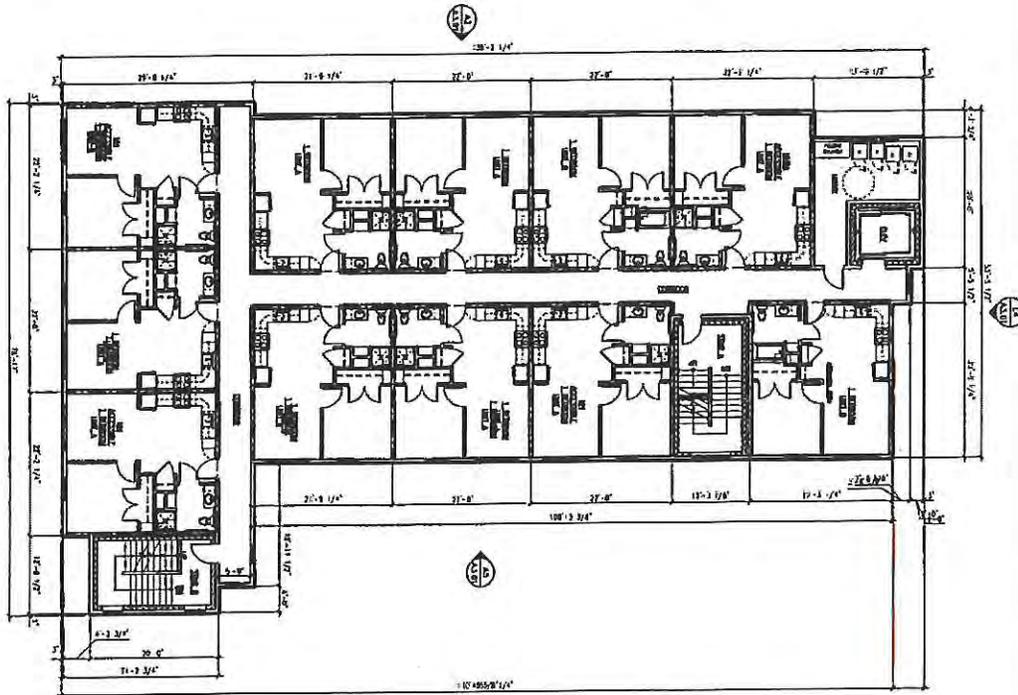
REVISIONS	DRAWING	PROJECT	OWNER	DESIGNER
	THIRD FLOOR PLAN	977 BRIGHTON AVE SENIOR APARTMENTS	AVESTA 977 BRIGHTON LP c/o AVESTA HOUSING	CWS ARCHITECTS ARCHITECTS & INTERIORS 411 EASTMAN SQUARE HOUSTON, TEXAS 77002 P: 281.774.2222 F: 281.774.2200 WWW.CWSARCH.COM
DATE: 11/21/2011	DATE: 11/21/2011	DATE: 11/21/2011	DATE: 11/21/2011	DATE: 11/21/2011

DATE: 11/21/2011
DRAWING NUMBER: A1.30

CWS ARCHITECTS
ARCHITECTS & INTERIORS
411 EASTMAN SQUARE
HOUSTON, TEXAS 77002
P: 281.774.2222
F: 281.774.2200
WWW.CWSARCH.COM

A5 FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

FOURTH FLOOR PLAN
7684 SO. FL.



ALL DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE. THE EXACT DIMENSIONS SHALL BE DETERMINED BY FIELD SURVEY AND CONSTRUCTION.



REVISIONS	DRAWING	PROJECT	OWNER	DESIGNER
	FOURTH FLOOR PLAN	977 BRIGHTON AVE SENIOR APARTMENTS	AVESTA 977 BRIGHTON LP c/o AVESTA HOUSING	CWS ARCHITECTS ARCHITECTS, PLLC 225 CLAYTON AVENUE SUITE 200 BIRMINGHAM, AL 35203 P: 205.774.1111 F: 205.774.1112 WWW.CWSA.COM
DATE: 12/27/2010	SCALE: 1/8" = 1'-0"			

CWS ARCHITECTS
ARCHITECTS, PLLC
225 CLAYTON AVENUE
SUITE 200
BIRMINGHAM, AL 35203
P: 205.774.1111
F: 205.774.1112
WWW.CWSA.COM

977 BRIGHTON AVENUE APARTMENTS

Project Completion Schedule

Activity	Actual/Scheduled Date Month/Year
A. SITE	
Option/Contract	07/13/15
Site Acquisition	10/06/15
Municipal Approval	06/01/18
B. FINANCING	
Construction Loan Commitment	09/01/18
Permanent Loan Commitment	09/01/18
Other Sources Committed	12/01/18
C. PLANS AND SPECIFICATIONS	
50%	02/01/19
90%	03/01/19
100%	04/01/19
D. CONSTRUCTION LOAN CLOSING	05/01/19
E. CONSTRUCTION START	05/01/19
F. SUBSTANTIAL COMPLETION	05/01/20
G. COMPLETION OF CONSTRUCTION	06/01/20
H. LEASE-UP	
Lease-up Begins	05/01/20
Sustained (95%) Occupancy	11/01/20

PROJECT NAME: 977 Brighton Avenue
 LOCATION: Portland

Date: 04/30/18

DEVELOPMENT ASSUMPTIONS						
Total Units	40	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30	
# @ 50% AMI (PBVs)	20.0%	8	Rent	2.00%	2.50%	2.00%
# @ 50% AMI (LIHTC/High HOME)	40.0%	16	Operating Expense	3.00%	3.00%	3.00%
# @ 60% AMI (LIHTC/High HOME)	0.0%	0	Other Income	2.00%	2.50%	2.00%
# @ 60% AMI (LIHTC)	25.0%	10	Debt Coverage Ratio	0.00		
# @ Market	15.0%	6	Vacancy	5%		
Appraised Market Value			Market Value/Unit			

4,590,846

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	572,194	14,305		572,194
Construction	5,227,444	130,686		5,227,444
Solar	0	0		0
General Requirements	0	0		0
Builder Overhead	0	0		0
Builder Profit	0	0		0
Bond Premium	0	0		0
Construction Contingency	5% 289,982	7,250		289,982
Subtotal Construction Costs	6,089,620	152,240	0	6,089,620
Building Permits and Fees	81,936	2,048		81,936
Survey & Engineering	38,000	950		38,000
Architectural & Design	481,000	11,525		481,000
Legal	65,000	1,625		65,000
Title & Recording	5,885	147		5,885
Accounting	10,000	250		10,000
Construction Period Tax	12,000	300		12,000
Construction Period Insurance	12,000	300		12,000
Subtotal Soft Costs	685,821	17,146	0	685,821
Construction Loan Origination Fees	10,000	250		10,000
Construction Loan Interest	157,266	3,932		157,266
Letter of Credit Fee	3,630	91		3,630
Escrow Agent Fee	0	0		0
Perm Loan Commitment Fee	10,000	250		10,000
Construction Lender Legal	12,000	300		12,000
Subtotal Finance Costs	192,896	4,822	0	192,896
Market Survey	3,500	88		3,500
Appraisal	6,200	155		6,200
Environmental	12,700	318		12,700
LIHTC Fees	40,000	1,000		40,000
Soft Cost Contingency	25,000	625		25,000
3rd Party Consultants	18,000	450		18,000
FF&E	61,000	1,525		61,000
Subtotal Miscellaneous	166,400	4,160	0	166,400
Acquisition: Buildings	0	0		0
Acquisition: Land	280,000	7,000		280,000
Carrying Costs	0	0		0
Subtotal Acquisition	280,000	7,000	0	280,000
Operating Deficit Escrow	141,859	3,546		141,859
Pre-funded Replacements	52,274	1,307		52,274
Tax & Insurance Escrow	28,500	713		28,500
Developer Overhead	487,500	12,188		487,500
Developer Profit	0	0		0
Marketing & Rent-Up Reserve	40,000	1,000		40,000
Subtotal Fee and Reserves	750,133	18,753	0	750,133
Total Development	8,164,870	204,122	0	8,164,870

LIHTC Alloc.	636,000
Equity yield	0.830
Synd. %	99.99%
Equity Raise	5,294,870

Historic Credit FED	0
Equity yield	0.99
Synd. %	99.99%
Equity Raise	0

Number of Tax-payers	1
Historic Credit STATE	0
Equity yield	0
Synd. %	99.99%
Equity Raise	0

Total Equity: 5,294,870

Gross Square Footage	0
Construction Cost/Sq ft.	\$0

#DIV/0!

Notes:

MAXIMUM DEVELOPER FEE AVAILABLE	650,000
ACTUAL DEVELOPER FEE	1,208,430
% OF MAXIMUM DEVELOPER FEE	185.9%
NET DEVELOPER FEE COLLECTED	1,208,430
% OF MAXIMUM DEVELOPER FEE	185.9%

7,983,011

199,575

< 175000 = 4PTS

FLOW OF FUNDS

Sources	CLC May-19	During Construction				PLC Jul-20	Mar-21	Aug-21	Total
		Jul-19	Oct-19	Jan-20	Apr-20				
Beginning Cash	0	0	0	0	0	0	0	0	
Capital Contribution	1,058,974		1,058,974			2,956,922	170,000	50,000	5,294,870
Construction Loan	406,143	1,272,405	213,431	1,522,405	1,522,405				4,936,788
GP Bridge Loan									0
MSHA Subsidy									0
MSHA Amortizing Mortgage						0			0
AHP Grant	0	250,000	250,000						500,000
AHP Loan						2,070,000			2,070,000
City HOME	0	0				300,000			300,000
Solar Equity	0	0				0			0
Other: Sponsor Loan	0								0
Other									0
Development Fee Loan	0								0
TOTAL SOURCES	1,465,117	1,522,405	1,522,405	1,522,405	1,522,405	5,326,922	170,000	50,000	13,101,659
Uses									
Acquisition	280,000								280,000
Construction		1,522,405	1,522,405	1,522,405	1,522,405				6,089,620
Soft Costs	685,821								685,821
Financing Costs	192,896								192,896
Miscellaneous	165,400					40,000			206,400
Dev Fee	140,000					127,500	170,000	50,000	487,500
Reserves						222,633			222,633
TOTAL DEV. COSTS	1,465,117	1,522,405	1,522,405	1,522,405	1,522,405	390,133	170,000	50,000	8,164,870
Repay GP Bridge Loan						0			0
Repay Construction Loan						4,936,788			4,936,788
SUBTOTAL OTHER ITEMS	0	0	0	0	0	4,936,788	0	0	4,936,788
TOTAL USES OF FUNDS	1,465,117	1,522,405	1,522,405	1,522,405	1,522,405	5,326,922	170,000	50,000	13,101,658
Ending Cash	0	0	0	0	0	0	0	0	0

PROJECT FINANCING

Source	Amount	Rate	Term	Lien	Annual D/S		
					Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1: MSHA Subsidy	0	0.00%	30		0	0	0
Source 2: MSHA Interest Only Mortgage	0	6.00%	30		0	0	0
Source 3: AHP Grant	500,000	0.00%	30	Co-First	0	0	0
Source 4: AHP Loan	2,070,000	3.00%	30	First	112,934	112,934	112,934
Source 5: City HOME	300,000	0.00%	30	Co-First		Grant	
Source 6: Solar Equity	0						
Source 7: Other: Sponsor Loan							
Source 8: Development Fee Loan	0					Cash Flow	
Source 9: Net Syndication	5,294,870	\$0.83					
Capitalization Gap (Surplus)	(0)						
Total	8,164,870						

\$0.0706

PROPOSED RENT SCHEDULE

Type	AMI	# Units	Rents from Applicant	Program Max Rents	Gross Rent	Market Rent	Utility Allow.	Total Rent
Efficiency	50% PBVs	0		911	911	\$955	0	0
	50% LIHTC	0		718	718	\$955	0	0
	60% HOME						0	0
	60% LIHTC	0		862	862	\$955	0	0
0	Market							0
1BR	50% PBVs	8		1028	1,028	\$1,050		98,888
	50% LIHTC	16		770	770	\$1,050	0	147,840
	60% HOME							
	60% LIHTC	10		924	924	\$1,050	0	110,880
40	Market	6			1,050	\$1,050		75,600
2BR	50% HOME						0	0
	50% LIHTC			923	923	\$1,250	0	0
	60% HOME						0	0
	60% LIHTC			1108	1,108	\$1,250	0	0
0	Market							0
3BR	50% HOME						0	0
	50% LIHTC						0	0
	60% HOME						0	0
	60% LIHTC						0	0
0	Market							0
4BR	50% HOME						0	0
	50% LIHTC						0	0
	60% HOME						0	0
	60% LIHTC						0	0
0	Market							0
Other:								0
Subtotals		40						433,008
			Other Income		Laundry			3,156
			Vacancy Rate		5%			(21,808)
			Other Income		TIF	65%		30,765
			Effective Gross Income					445,120

AFFORDABLE MORTGAGE CALCULATION

Effective Gross Income	445,120
Annual Operating Expense	312,643
Stabilized NOI	132,477
DSC	
\$ Avail for D/S	
Other DS	112,934
Balance	1.17
Affordable Mortgage	

BREAK-EVEN ANALYSIS:

	RENT SENSITIVITY		OCCUPANCY	
	Total		Annual	
Operating Expense	312,643		Gross Revenues	486,929
Debt Service	112,934			
Breakeven Rent	887		Breakeven Occupancy	91%

OPERATING EXPENSES:

Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	24,672	617	51
Management Charges	24,672	617	51
Marketing Expenses	0	0	0
Legal Expenses:	1,500	38	3
Auditing Expenses	5,000	125	10
Bad Debts	0	0	0
Other Administrative Expenses	6,000	150	13
Administrative Expenses	61,844	1,546	129
Operating Expenses:			
Janitorial Payroll	0	0	0
Janitorial Supplies and Equipment	0	0	0
Janitorial Contractual Services	6,600	165	14
Fuel and Gas	18,000	450	38
Electricity	34,000	850	71
Water and Sewer	16,000	400	33
Garbage and Trash Removal	4,000	100	8
Vehicle and Equipment Expenses	0	0	0
Other Operating Expenses	0	0	0
Operating Expenses	78,600	1,965	164
Maintenance Expenses:			
Grounds Maintenance Payroll	0	0	0
Grounds Tools and Supplies	0	0	0
Grounds Contractual Services	25,000	625	52
Miscellaneous Ground Maintenance	0	0	0
Tenant Damage Charges - Grounds	0	0	0
Building Maintenance Payroll	0	0	0
Building Tools and Supplies	5,000	125	10
Building Contractual Services	20,000	500	42
Building Systems Maintenance	25,000	625	52
Miscellaneous Building Maintenance	0	0	0
Tenant Damage Charges - Building	0	0	0
Maintenance Expenses	75,000	1,875	156
General Expenses:			
Property Taxes	52,000	1,300	108
Property and Liability Insurance	15,000	375	31
Tenant Computer Network Expense	0	0	0
Tenant Service Expenses	12,199	305	25
General Expenses	79,199	1,980	165
Replacement Reserve Funding	18,000	450	38
Commercial Expenses (if applicable)		0	0
Total	312,643	7,816	651

#DIV/0!
current
taxes
4,870

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

	5 Months											
	7/24/20	12/31/20	12/31/21	12/31/22	12/31/23	12/31/24	12/31/25	12/31/26	12/31/27	12/31/28	12/31/29	12/31/30
Effective Gross Income		185,467	445,120	454,023	463,103	472,365	481,813	493,858	506,204	518,859	531,831	545,127
Less Operating Expense		130,288	312,643	322,022	331,683	341,634	351,883	362,439	373,312	384,512	396,047	407,928
Net Operating Income		55,199	132,477	132,000	131,420	130,732	129,930	131,419	132,892	134,348	135,784	137,198
Less RLP Repay			0	0	0	0	0	0	0	0	0	0
Less Other Repay		47,056	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934
Cash Flow		8,143	19,543	19,066	18,486	17,798	16,996	18,485	19,958	21,414	22,850	24,264
Cash Flow per Unit		489	489	477	462	445	425	462	499	535	571	607
Debt Coverage Ratio(RLP)		1.17	1.17	1.17	1.16	1.16	1.15	1.16	1.18	1.19	1.20	1.21
Operating Reserve Balance	141,859	148,952	156,400	164,220	172,431	181,052	190,105	199,610	209,590	220,070	231,073	242,827

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

	Yr 15											
	1/1/32	12/31/32	12/31/33	12/31/34	1/1/36	12/31/36	12/31/37	12/31/38	1/1/40	12/31/40	12/31/41	
Effective Gross Income	558,755	572,724	587,042	601,718	616,761	629,096	641,678	654,511	667,602	680,954	694,573	
Less Operating Expense	420,166	432,771	445,754	459,127	472,901	487,088	501,701	516,752	532,254	548,222	564,688	
Net Operating Income	138,589	139,952	141,287	142,591	143,860	142,008	139,977	137,760	135,348	132,732	129,904	
Less RLP Repay	0	0	0	0	0	0	0	0	0	0	0	
Less Other Repay	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	
Cash Flow	25,655	27,019	28,353	29,657	30,926	29,074	27,043	24,826	22,414	19,798	16,971	
Cash Flow per Unit	641	675	709	741	773	727	676	621	560	495	424	
Debt Coverage Ratio(RLP)	1.23	1.24	1.25	1.26	1.27	1.26	1.24	1.22	1.20	1.18	1.15	
Operating Reserve Balance	242,627	254,758	267,496	280,871	294,915	309,660	325,143	341,401	358,471	376,384	395,214	414,975

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

	12/31/42	1/1/44	12/31/44	12/31/45	12/31/46	1/1/48	12/31/48	12/31/49	7/30/50	
Effective Gross Income	708,484	722,634	737,086	751,828	766,864	782,202	797,846	813,803	484,213	
Less Operating Expense	581,608	599,057	617,028	635,539	654,605	674,244	694,471	715,305	429,779	
Net Operating Income	126,856	123,577	120,058	116,289	112,259	107,958	103,375	98,498	54,434	
Less RLP Repay	0	0	0	0	0	0	0	0	0	
Less Other Repay	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	112,934	
Cash Flow	13,922	10,643	7,124	3,355	(575)	(4,975)	(9,559)	(14,436)	(58,500)	
Cash Flow per Unit	348	266	178	84	(17)	(124)	(239)	(361)	(2,507)	
Debt Coverage Ratio(RLP)	1.12	1.09	1.06	1.03	0.99	0.98	0.92	0.87	0.48	
Operating Reserve Balance	414,975	435,723	457,510	480,385	504,404	528,950	550,422	568,384	582,367	552,985



To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 977 Brighton Ave, proposed by Avesta
Date: June 12, 2018

Executive Summary

Avesta requests \$300,000 in HOME funding and a 75% TIF to support their development of a 40 unit new construction senior apartment complex at 977 Brighton Ave. Avesta purchased the site proposed for this development in 2015. The lots currently contain a house and a garage, which will both be demolished. Though the area is suburban, the site is a short walk from the Pine Tree Shopping Center, providing access to a pharmacy and other shopping and dining options, and is less than 1/10th of a mile from a bus stop.

Sources and Uses

AHP loan	\$2,070,000	Construction (incl. site & contingency)	\$6,089,620
AHP grant	\$500,000	Soft costs (incl financing & contingency)	\$1,045,117
LIHTC Equity	\$5,294,870	Acquisition	\$280,000
City of Portland HOME	\$300,000	Pre funded Reserves	\$262,633
		Developer Fee	<u>\$487,500</u>
Total Sources:	\$8,164,870	Total Uses:	\$8,164,870

Avesta has received a commitment of funds for the AHP loan and \$500,000 grant. Bangor Savings has issued a term sheet for both construction and permanent first mortgages. Avesta plans to submit an application for 9% LIHTCs in the upcoming round opening in September. Avesta seeks the \$300,000 HOME and 75% TIF to support the application for LIHTCs.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on a letter of estimate from CWS Architects. This is a very broad brush estimate, without even a break out of demolition, site improvements, and anticipated cost per square foot for improvements provided in the architect's letter. However, based on Avesta's break out of site work, the estimated \$170/sq foot for improvements should be more than sufficient for a pretty straightforward design and should accommodate some price inflation prior to construction start.

Soft Costs:

Soft costs are in the range of normal, with a few exceptions. Architectural seems high for a straightforward design, and the relatively small number of units drives the per unit architectural expense up to over \$11,000 per unit. This does include \$45,000 for owner's representative construction management, which is typically a good investment in quality construction and smooth construction



process, with minimal change orders. FF&E is also high at \$61,000, which is \$1,525 per unit. This is \$25,000 for security cameras, \$6,000 for custodial equipment, and \$30,000 for common area and exterior furnishings. Since the “common area” is a single office and one interior lobby, plus exterior space, that seems quite high.

Contingency:

Contingency is budgeted at standard 5% for construction and a minimalist \$25,000 for soft costs. These are insufficient given the stage of development. However, the construction figure seems high enough to cover a range of unanticipated price increases, and from a practical perspective, I consider much of the FF&E item to be contingency.

Acquisition:

Avesta proposes to sell the sites to the LLC for \$280,000. Their acquisition price was \$283,000. The assessed value is \$291,100. While this seems a fair price, an appraisal supporting that price is a condition of any recommendation.

Operating Budget & 20 Year Cashflow Projection

Project Income:

Avesta plans a mixed income building, with 24 units for households below 50% AMI (\$770 LIHTC, \$1,028 w Project Based Vouchers), 10 units for households below 60% AMI (\$924/mo), and 6 market rate units (\$1,050/mo). Avesta has a commitment for 8 project based vouchers from the Housing Authority to provide a deeper subsidy for 8 of the 24 households at 50% AMI. Consistent with Portland policy, 4 units must house homeless seniors.

Operating Expense

The budgeted per unit operating cost appears high at \$8,122, however, factoring out the TIF shows operating expenses of \$6,918 per unit, which is in the middle range for affordable housing. Supportive services are budgeted consistent with Maine Housings requirements at \$12,199. Utilities are generously budgeted at \$1,700 per unit per year for 600 sq foot units of new construction meeting green standards. Maintenance also seems high at \$2,140 for newly constructed, small, senior units, including \$25,000 for grounds. They will be able to operate a bit leaner than these costs suggest.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Cashflow starts out at a comfortable 1.22 DSCR in year one with a 5% vacancy. However, with industry standard inflators of 2% for income and 3% for expenses, the cashflow gradually erodes. By year 20, DSCR is down to 1.05. Avestas projections show positive cashflow for 20 years by using a 2.5% income inflator for years 6-15. Creating positive cashflow by using more aggressive income inflators puts project success in the hands of one variable the developer does NOT control – increases in market price of rent. If, on the other hand, Avesta can find a way to trim maintenance from \$2,140 to \$2,015 per unit per year (for instance, trim grounds expense from \$25,000 to \$20,000), the year 1 DSCR is 1.26 and is 1.13 in year 20. There are ways the developer can control both the operating expenses and the rent revenue (out performing the budgeted 5% vacancy rate) which will support positive cashflow which don't require aggressive assumptions regarding income inflation.



Developer Financials

Avesta is in good, and improving, financial condition. Avesta has provided audits for 2014, 2015, 2016, and internal financial statements for 2017. Prior year audits have been received by Avesta in late May or early June, so while not ideal to review unaudited financials for 2017, it is not out of line with the timing of audit finalization in prior years.

Current assets in 2016 of \$9.6 million (audited) rise to \$11.8 million in 2017 (unaudited), while current liabilities in 2016 of \$4.9 million (audited) rise to \$6.1 million 2017 (unaudited). The resulting Current Ratios (current assets divided by current liabilities) are healthy for their scale of operations -- 1.97 (2016 audited) and 1.93 (2017 unaudited). Net assets were \$123 million in 2016 (audited) and \$132 million in 2017 (unaudited). There has been significant sustained growth in net assets – which have more than doubled in the 5 years since 2012, when net assets were \$66 million. In 2017, revenue continued to grow and exceed budget while operating expenses were held under budget. Depreciation resulted in a paper loss of \$2,973,841, which is typical for a company with this financial structure, but this paper loss was more than outweighed by the growth in real estate equity.

This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin soft cost contingency and the possibility of leaner than projected operating surpluses.

Recommendations

Subject to availability of funding, I recommend a loan in the amount of \$300,000, zero percent interest, payment deferred for 30 years, and a 75% TIF, with the following conditions prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.
2. Satisfactory review of relocation budget.
3. Satisfactory appraisal

Development Budget with Permanent Sources

Date 6/7/2018
 Project Name 977 Brighton
 Project Address 977 Brighton
 Developer/Sponsor Avesta

Total Units 40
 Total Square Feet 30,736

	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - AHP Loan	\$2,070,000	\$51,750	\$67
AHP Grant	\$500,000	\$12,500	\$16
Equity (net LIHTC proceeds)	\$5,294,870	\$132,372	\$172
Deferred development fee	\$0	\$0	\$0
City of Portland HOME	\$300,000	\$7,500	\$10
Other		\$0	\$0
Total Sources of Funds	\$8,164,870	\$204,122	\$266

Uses of Funds

Hard Costs			
Site Improvements	\$572,194	\$14,305	\$19
Rehabilitation		\$0	\$0
New Construction	\$5,227,444	\$130,686	\$170
Contractor's Profit, Overhead, & Gen. Requirements	0.0%	\$0	\$0
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium		\$0	\$0
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	5.0%	\$289,982	\$7,250
Total Hard Costs	\$6,089,620	\$152,241	\$198

Soft Costs			
Building Permit & Fees	\$81,936	\$2,048	\$3
Survey & Engineering	\$38,000	\$950	\$1
Design & Permitting (% of const exp)	8.6%	\$461,000	\$11,525
Borrower Legal (all closings, excluding syndication legal)	\$65,000	\$1,625	\$2
Title & Recording	\$5,885	\$147	\$0
Accounting	\$10,000	\$250	\$0
Construction Period Taxes	\$12,000	\$300	\$0
Construction Period Insurance	\$12,000	\$300	\$0
Other: FF&E, Security	\$61,000	\$1,525	\$2
Other		\$0	\$0
Total Soft Costs	\$746,821	\$18,671	\$24

Financing Costs			
Construction Loan Origination Fees	\$10,000	\$250	\$0
Construction Period Interest	\$157,266	\$3,932	\$5
Lender Inspection Fees	\$3,630	\$91	\$0

Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$10,000	\$250	\$0
Construction Lender Legal	\$12,000	\$300	\$0
Other	\$0	\$0	\$0
Total Financing Costs	\$192,896	\$4,822	\$6

Miscellaneous			
Market Survey	\$3,500	\$88	\$0
Appraisal	\$6,200	\$155	\$0
Environmental Study	\$12,700	\$318	\$0
LIHTC Fees -- prepaid monitoring	\$40,000	\$1,000	\$1
Other: Commissioning		\$0	\$0
Relocation Costs	\$0	\$0	\$0
Other -- 3rd Party Consultants	\$18,000	\$450	\$1
Soft Cost Contingency (% of soft costs excl Dev Fee)	1.43%	\$25,000	\$625
Total Miscellaneous:	\$105,400	\$2,635	\$10

Acquisition			
Acquisition: Buildings	\$0	\$0	\$0
Acquisition: Land	\$280,000	\$7,000	\$9
Acquisition: Legal	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Acquisition	\$280,000	\$7,000	\$9

Reserves and Developer Fee			
Operating Deficit Escrow	\$141,859	\$3,546	\$5
Prefunded Replacement Reserve	\$52,274	\$1,307	\$2
Taxes & Insurance Escrow	\$28,500	\$713	\$1
Developer Overhead	\$487,500	\$12,188	\$16
Developer Profit		\$0	\$0
Rent Up Reserve & Marketing	\$40,000	\$1,000	\$1
Other	\$0	\$0	\$0
Total Reserves and Developer Fee	\$750,133	\$18,753	\$24

Total Uses of Funds	\$8,164,870	\$204,122	\$272
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Developer Fee Analysis: Total Fees: \$487,500
Percent of TDC: 6.54% (excluding reserves & developer fee)

Project Operating Pro Forma

Date June 12, 2018
 Project Name 977 Brighton
 Project Address 977 Brighton
 Developer/Sponsor Avesta

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
1 BR	8		0	50%	\$1,028	\$0		\$1,028	#DIV/0!	\$8,224	\$98,688
1 BR	16		0	50%	\$770	\$0		\$770	#DIV/0!	\$12,320	\$147,840
1 BR	10		0	60%	\$924	\$0		\$924	#DIV/0!	\$9,240	\$110,880
1 BR	6		0	market	\$1,050	\$0		\$1,050	#DIV/0!	\$6,300	\$75,600
2 BR			0	50%				\$0	#DIV/0!	\$0	\$0
2 BR			0	60%				\$0	#DIV/0!	\$0	\$0
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	40		0							\$36,084	\$433,008

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Income												
Sch. Gross Income - Residential	\$433,008	\$10,825	\$441,668	\$450,502	\$459,512	\$468,702	\$478,076	\$487,637	\$497,390	\$507,338	\$517,485	
Vacancy Loss	5.0%	(\$21,650)	(\$541)	(\$22,083)	(\$22,525)	(\$22,976)	(\$23,435)	(\$23,904)	(\$24,382)	(\$24,870)	(\$25,367)	(\$25,874)
Other income (laundry)	\$2,998	\$75	\$3,058	\$3,119	\$3,182	\$3,245	\$3,310	\$3,376	\$3,444	\$3,513	\$3,583	
TIF -- 75% requested	\$48,171	\$1,204	\$49,616	\$51,105	\$52,638	\$54,217	\$55,843	\$57,519	\$59,244	\$61,022	\$62,852	
Effective Gross Income	\$462,527	\$11,563	\$472,259	\$482,200	\$492,355	\$502,729	\$513,326	\$524,151	\$535,209	\$546,505	\$558,046	
Administrative												
Management Fee	\$24,672	\$617	\$25,412	\$26,175	\$26,960	\$27,769	\$28,602	\$29,460	\$30,343	\$31,254	\$32,191	
Management Charges	\$24,672	\$617	\$25,412	\$26,175	\$26,960	\$27,769	\$28,602	\$29,460	\$30,343	\$31,254	\$32,191	
Marketing Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Legal	\$1,500	\$38	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957	
Audit & Accounting	\$5,000	\$125	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524	
Admin Other	\$6,000	\$150	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,164	\$7,379	\$7,601	\$7,829	
Total Administrative	\$61,844	\$1,546	\$63,699	\$65,610	\$67,579	\$69,606	\$71,694	\$73,845	\$76,060	\$78,342	\$80,692	
Supportive Services	\$12,199	\$305	\$12,565	\$12,942	\$13,330	\$13,730	\$14,142	\$14,566	\$15,003	\$15,453	\$15,917	
Utilities												
Fuel Oil	\$18,000	\$450	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486	
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Electric	\$34,000	\$850	\$35,020	\$36,071	\$37,153	\$38,267	\$39,415	\$40,598	\$41,816	\$43,070	\$44,362	
Water / Sewer	\$16,000	\$400	\$16,480	\$16,974	\$17,484	\$18,008	\$18,548	\$19,105	\$19,678	\$20,268	\$20,876	
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Utilities	\$68,000	\$1,700	\$70,040	\$72,141	\$74,305	\$76,535	\$78,831	\$81,196	\$83,631	\$86,140	\$88,725	

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$25,000	\$625	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Janitorial	\$6,600	\$165	\$6,798	\$7,002	\$7,212	\$7,428	\$7,651	\$7,881	\$8,117	\$8,361	\$8,612
Trash Removal	\$4,000	\$100	\$4,120	\$4,244	\$4,371	\$4,502	\$4,637	\$4,776	\$4,919	\$5,067	\$5,219
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$5,000	\$125	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524
Maintenance	\$25,000	\$625	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Maintenance contracts (HVAC, e	\$20,000	\$500	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$85,600	\$2,140	\$88,168	\$90,813	\$93,537	\$96,344	\$99,234	\$102,211	\$105,277	\$108,436	\$111,689

Taxes & Insurance											
Real Estate Taxes or PILOT	\$64,229	\$1,606	\$66,156	\$68,141	\$70,185	\$72,290	\$74,459	\$76,693	\$78,994	\$81,363	\$83,804
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$15,000	\$375	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$79,229	\$1,981	\$81,606	\$84,054	\$86,576	\$89,173	\$91,848	\$94,604	\$97,442	\$100,365	\$103,376

Replacement Reserves	\$18,000	\$450	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$324,872	\$8,122	\$334,618	\$344,657	\$354,996	\$365,646	\$376,616	\$387,914	\$399,552	\$411,538	\$423,884
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Net Operating Income	\$137,655	\$3,441	\$137,641	\$137,544	\$137,359	\$137,083	\$136,710	\$136,236	\$135,657	\$134,967	\$134,161
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Debt Service											
First Lien	\$112,934	\$2,823	\$112,934	\$112,934	\$112,934	\$112,934	\$112,934	\$112,934	\$112,934	\$112,934	\$112,934
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$112,934	\$2,823	\$112,934								

Cash Flow (after Must Pay Debt)	\$24,721	\$618	\$24,707	\$24,610	\$24,425	\$24,149	\$23,776	\$23,302	\$22,723	\$22,033	\$21,227
Debt Service Coverage Ratio	1.22		1.22	1.22	1.22	1.21	1.21	1.21	1.20	1.20	1.19

Cash Flow Debt Payments											
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$24,721	\$618	\$24,707	\$24,610	\$24,425	\$24,149	\$23,776	\$23,302	\$22,723	\$22,033

Retained Cash Flow % 8%

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Income											
Sch. Gross Income - Residential	\$527,834	\$538,391	\$549,159	\$560,142	\$571,345	\$582,772	\$594,427	\$606,316	\$618,442	\$630,811	
Vacancy Loss	5.0%	(\$26,392)	(\$26,920)	(\$27,458)	(\$28,007)	(\$28,567)	(\$29,139)	(\$29,721)	(\$30,316)	(\$30,922)	(\$31,541)
Other income (laundry)	\$3,655	\$3,728	\$3,802	\$3,878	\$3,956	\$4,035	\$4,116	\$4,198	\$4,282	\$4,368	
TIF -- 75% requested	\$64,738	\$66,680	\$68,680	\$70,741	\$72,863	\$75,049	\$77,300	\$79,619	\$82,008	\$84,468	
Effective Gross Income	\$569,835	\$581,879	\$594,184	\$606,754	\$619,597	\$632,717	\$646,122	\$659,817	\$673,810	\$688,106	

Administrative										
Advertising	\$33,157	\$34,152	\$35,176	\$36,232	\$37,319	\$38,438	\$39,591	\$40,779	\$42,002	\$43,263
Office Payroll & Benefits	\$33,157	\$34,152	\$35,176	\$36,232	\$37,319	\$38,438	\$39,591	\$40,779	\$42,002	\$43,263
Office Supplies, Phone, Misc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mngr or Super Rent Free Unit	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$2,337	\$2,407	\$2,479	\$2,554	\$2,630
Audit & Accounting	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563	\$7,790	\$8,024	\$8,264	\$8,512	\$8,768
Admin Other	\$8,063	\$8,305	\$8,555	\$8,811	\$9,076	\$9,348	\$9,628	\$9,917	\$10,215	\$10,521
Total Administrative	\$83,113	\$85,607	\$88,175	\$90,820	\$93,545	\$96,351	\$99,241	\$102,219	\$105,285	\$108,444

Supportive Services	\$16,394	\$16,886	\$17,393	\$17,915	\$18,452	\$19,006	\$19,576	\$20,163	\$20,768	\$21,391
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Utilities										
Fuel Oil	\$24,190	\$24,916	\$25,664	\$26,434	\$27,227	\$28,043	\$28,885	\$29,751	\$30,644	\$31,563
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$45,693	\$47,064	\$48,476	\$49,930	\$51,428	\$52,971	\$54,560	\$56,197	\$57,883	\$59,619
Water / Sewer	\$21,503	\$22,148	\$22,812	\$23,497	\$24,201	\$24,927	\$25,675	\$26,446	\$27,239	\$28,056
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$91,386	\$94,128	\$96,952	\$99,860	\$102,856	\$105,942	\$109,120	\$112,394	\$115,765	\$119,238

Order 270-17/18
Tab 34 6-18-18

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
THE CREDIT ENHANCEMENT AGREEMENT WITH AVESTA 977 BRIGHTON LP**

ORDERED, that the attached credit enhancement agreement between the City of Portland and Avesta 977 Brighton LP related to the 977 Brighton Avenue Apartments Affordable Housing Tax Increment Financing District is hereby approved; and

BE IT FURTHER ORDERED, that and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

Order 271-17/18
Tab 346-18-10

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
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**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 6
Re: Disorderly Houses**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 6, Article IX., Section 6-202 of the Portland City Code is hereby amended as follows:

ARTICLE IX. DISORDERLY HOUSES.

Sec. 6-202. Enforcement.

(a) Authority to Enforce. If the owner (~~a~~1) refuses to agree to take effective measures to address the disorderly house, (~~b~~2) takes ineffective measures to address the disorderly house as determined by the city, (~~e~~3) fails to implement the agreement reached with the city to address the disorderly house or (~~d~~4) if, in the discretion of the city, the disorderly house requires immediate posting, the city may condemn and post the building against occupancy, and/or may file a legal action against the owner seeking any and all damages and remedies to which it is entitled pursuant to state and local laws.

(b) Notice of Suit. If the City pursues legal action against an owner or landlord for a disorderly house violation, notice shall be provided to the tenants by the City. Notice shall be made within a reasonable time following the service of the complaint upon the property owner. If a tenant list has been previously provided by a landlord, notice shall be made by regular mail to all known tenants in the building. If no tenant list has been provided, notice shall be made by regular mail to all occupants in each unit of the building.

(c) Condemnation. In the event that condemnation is required to address one or more disorderly house violation(s), the City shall provide notice to tenants of the building. Notice shall be made within a reasonable time following the City's election to condemn the building. Notice shall be made by: (1) regular mail to all known tenants or to all occupants in each unit in the building; and (2) by posting a copy of said notice at the premises.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager Jon Jennings, Mayor Ethan Strimling, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Richard Bianculli, Neighborhood Prosecutor (Police)

DATE: May 10, 2018

SUBJECT: Disorderly House Ordinance Amendment Request

SPONSOR: Housing Committee (3-0 vote, April 25, 2018, minutes attached)

COUNCIL MEETING DATE ACTION IS REQUESTED: NEXT AVAILABLE (6/4/18)
1st reading X Final Action

Can action be taken at a later date: X Yes No (If no why not?)

PRESENTATION: Brief presentation by Richard Bianculli, Neighborhood Prosecutor, regarding the proposed amendment.

I. ONE SENTENCE SUMMARY

The proposed amendment requires the City to provide notice to tenants when enforcement of the disorderly house ordinance against the landlord may impact the interests of the tenants.

II. AGENDA DESCRIPTION

The Police Department requests the amendment of the disorderly house ordinance (City Code of Ordinances, Section 6-202) to provide notice to tenants when the enforcement of the disorderly house ordinance against the landlord may impact the interests of the tenants. Providing notice will ensure transparency and accountability while affording due process protections to all parties involved.

The first amendment to the disorderly house ordinance requires the City to provide notice to tenants once a formal complaint (e.g. typically a Rule 80(k) action) is filed in court against the landlord/owner for enforcement of the ordinance. The tenants would receive notice of the complaint by posting at the premises or regular mail. Following receipt of said notice, tenants would be allowed to join in the matter as interested parties. This provision is important to protect the rights of all tenants, especially those tenants that may not have contributed to the incidents that gave rise to the designation of the property as a disorderly house but may be impacted by the relief granted by the Court.

The second amendment requires the City to provide all tenants of the building with "reasonable written notice of said condemnation or posting against occupancy." With

regard to enforcement against disorderly houses involving an immediate threat to the health and safety of the tenants, the City may be required to move forward with condemnation of the property. The proposed amendment will allow tenants adequate time to seek alternate housing or retain counsel if additional relief is required.

III. BACKGROUND

The recent enforcement of the disorderly house ordinance against a landlord required the City to prohibit occupancy in a 3-family apartment building until the building can be transferred to a third party. The unprecedented relief raised due process concerns for the tenants that were impacted.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The proposed amendment will afford due process protections to tenants that may be impacted by the enforcement of the disorderly house ordinance. Providing such due process protections will provide transparency and accountability while protecting the City against liability in the form of due process claims.

V. FINANCIAL IMPACT

No negative financial impact.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

N/A

VII. RECOMMENDATION

Staff recommends approval.

VIII. LIST ATTACHMENTS

(a) Proposed amendment language.

Prepared by: Richard Bianculli, Neighborhood Prosecutor

Date: May 10, 2018.

Housing Committee Minutes of April 25, 2018 Meeting

A meeting of the Portland City Council's Housing Committee (HC) was held on Wednesday, April 25, 2018 at 5:30 P.M. in Council Chambers at Portland's City Hall. Councilors present at the meeting included Committee members Councilor Kimberly Cook, Councilor Pious Ali, Councilor Jill Duson, Chair of the Committee. City staff present included Jeff Levine, Planning and Urban Development Department Director, Mary Davis, Housing and Community Development Division Director, Victoria Volent, Housing Program Manager, and Richard Bianculli, Jr., Esq., Neighborhood Prosecutor.

Item 1: Review and accept Minutes of previous meetings held on March 28, 2018

Councilor Cook motioned to amend the minutes by removing the additional public comment appended at the end of the minutes and requesting that they be placed separately in the public record. Motion was seconded by Councilor Ali and the amended minutes unanimously approved 3-0.

Item 2: Rental Markey Survey Presentation

Councilor Cook asked if the committee specifically asked staff to contract for this report. Mary Davis responded that the Committee raised several questions and concerns with the rental data contained in the Housing Report from last October and asked staff to find a better resource for this information. Staff solicited a consultant to conduct a rental housing survey. Michael LeVert, the consultant selected, presented the report. He explained that the task he was given was a straightforward task to sample the rents; a brief survey was conducted which received a high response rate. In addition he worked directly with several large landlords to collect rental data. Mr. LeVert clarified that this was a landlord survey not a tenant survey, a survey of actual rents without consideration of whether it is subsidized unit or an income controlled unit.

Councilor Ali asked if landlords that participated included Avesta and Portland Housing. Mr. LeVert indicated that Avesta did respond.

Councilor Cook stated that it appears the increase in rents from the end of 2016 to end of 2017 shows a 2% increase; Mr. LeVert stated that the median change of \$25 is a better analysis than looking at the average percentage; a better metric is the median. Councilor Cook indicated that trend data would be more helpful than point in time data. Mr. LeVert pointed out that the survey did ask for rent information from last year which does show short term trend detail and concludes that median rent has stabilized. Mr. LeVert also pointed out that the City now has a high quality data set that can be used as a base moving forward. He expressed his thanks to the landlords that provided private data and information for the report.

Councilor Duson asked if staff had any clarifying questions or comments; Mr. Levine indicated that this is the type of data set that the city may want to update every two or three years as it is the best data set

that the city has had in a while.

Councilor Duson indicates that this is an excellent report that provides a tool for tracking trends and a base line that is Portland specific. Councilor Duson expressed her appreciation for the report.

Mark Adelson of the Portland Housing Authority (PHA) stated that he was unaware information was requested from the PHA and that they did not respond. He indicates that public housing rent data would not have been helpful to this survey. PHA did a rental study in February.

Councilor Duson would like us to work with PHA when we do update this data to include the PHA comments.

Item 3: Review and Vote to Recommend to the City Council Amendments to Chapter 6 re: Disorderly House Ordinance.

Richard Bianculli, Jr Esq introduced the item. He explained that part of his role is to enforce the disorderly house ordinance and indicated that 95% of the time landlords are compliant. He indicated that the proposed changes are being recommended to avoid any due process issues in the future and explained that the changes would require notice to tenants in cases of disorderly house complaints and condemnation.

Councilor Duson acknowledged the collaborative work done with Pine Tree Legal in drafting the proposed changes.

No public comment was given.

Councilor Duson indicates that these changes confirms the approach the city has taken in ensuring housing safety.

On a motion made by Councilor Cook and seconded by Council Ali, the Committee vote unanimously 3-0 in favor recommending the changes to the City Council.

Item 4: Housing Trust Fund Annual

Jeff Levine and Mary Davis provided an overview of the annual plan. Councilor Duson asked for clarification regarding how much would be allocated this year – if the city maintains a \$500,000 balance would the plan allocate only \$413,000 this year? Mr. Levine explained that this is the premise but it flexibility is built in. Councilor Duson asked about the priority for the PHA implementation strategy if we are doing a competitive application process. Mr. Levine indicated that this priority does not rule out other developers but these are projects that are moving forward and we want to ensure that city meets its commitments to the neighborhoods.

Councilor Cook indicated that she could not find a copy of the 2017 plan online to use to make contextual comparisons.

Councilor Cook asked several clarifying questions and concerns:

(1) Can the Committee vote on this tonight as it does appear that the Committee has a recommended

plan to act on; Councilor Cook suggested that the vote be delayed until the next meeting which would allow the Committee to discuss and suggest changes that can be brought back for action as a recommended plan.

(2) The \$500,000 minimum balance seems like a large contingency and she would be more comfortable with a lower amount.

(3) Would like clarity as to the PHA priority, what does being a priority mean and why did staff make that recommendation? Would like more explanation of these things in the public document. Mr. Levine explained that staff wanted to focus on projects that are ready to move forward, are already in the implementation phase and have identified financing gaps; next year staff might recommend a different focus area. Councilor Cook would prefer to see report amended to provide some of that clarity

(4) Note in plan that selection criteria and allocation of points are detailed in the application.

(5) Add a definition for adaptive reuse.

(6) Provided in the plan an explanation of how and when the city would provide to retain deed restrictions and how the right to cure defects would be documented. Define right of first refusal, when it applies and how it is secured.

(7) Explain the term "resource of last resort" in the plan.

(8) Include an explanation of how the maximum award per unit amount was determined; include background information as an addendum to the plan.

(9) Explain the reasons behind the income targeting.

Public Comment:

Mark Adelson – PHA is pleased to be recognized as a priority; the Front Street project is unique and not one that a normal developer would take on. He asked for clarification on how they might incorporate the 80-120% income targets; he also explained that Front Street will pursue the 4% tax credits and not the competitive 9% tax credits so they do have the constraints of the deadlines associated with the 9% application.

Tyler Norod of Avesta Housing; indicated that the focus of the plan should be on permanent uses which would be the best use of limited resources; it is difficult for Portland to score well in the tax credit allocation process and these types of resources make Portland developers more competitive. The city may want to defer restrictions or ongoing oversight to other funding sources that may be more restrictive.

Tom Watson states that if the fund has \$900,000 the City should use as much as you can to get units on the market;

Brit Vitalius of the Southern Maine Landlord Association is confused about the priority for PHA projects and is happy that it is being clarified; he believes full disclosure will benefit everyone, particularly other applicants.

Steve Perazone of 47 Bolton Street asked that the reason for the \$15,000 maximum award per unit be clarified.

Christine Grabowy of Falmouth, a Portland rental property owner asked that the equitable balance be explained, assuming that means single family homes.

Mr. Levine explained that equitable balance is explained in the implementing regulations for homeownership units. Mr. Levine also indicated that \$280,000 of the current balance in the Housing Trust Fund has come from Inclusionary Zoning fee-in-lieu payments. He also explained that the maintaining a minimum balance is a national best practice and staff is proposing it as a policy not a requirement.

Councilor Duson indicated that she liked the idea of a minimum balance in theory but sees it as specific to this year only; suggested that a statement be added to the plan that the minimum balance is for 2018

Councilor Cook asked how implementing regulations are created and do they come back to the Committee or Council for approval. Mr. Levine explained that generally regulations are approved by board implementing the policy (for example the Planning Board approved the Inclusionary Zoning (IZ) implementing regulations). He indicated that staff would use the IZ regulations as a starting point and would bring the proposed regulations back to the Committee for approval.

Councilor Cook indicated that she would need to better understand the gap facing the PHA projects in order to be okay with the PHA priority. Mark Adelson stated that they will know if there is gap at the Boyd Street project very soon. The current design for Front Street is over budget but they do not have an exact dollar amount yet.

Councilor Duson indicated that the Committee would like to see a revised draft next month; the Committee will take additional public comment and then make a recommendation to the City Council.

Councilor Cook indicated that it was worth noting in the plan that there is unknown timing with Front Street project so that other applications could be considered and the plan should clarify that mix income projects are eligible.

Item 5: Tax Acquired and City-Owned Property Analysis

Mr. Levine outlined the memo and gives brief background on this site; Victoria Volent gave more insight into the background analysis done that resulted in the staff recommendation not to pursue this site.

Councilor Cook asked if the current zoning (R1) was the determining factor. Mr. Levine stated that the current zoning is not the most significant challenge to the site.

Councilor Cook asked if a map of city owned land would be part of the item on the work plan for the end of June? Mr. Levine indicated that it would be included.

Item 6: Committee Discussion re: 2018 Work Plan

Councilor Duson asked staff to provide a copy of the 2018 Council Goals at the next meeting so that the Committee can review the goals and work plan together.

On a motion made and seconded (approved 3-0) the meeting was adjourned at 7:50 pm.

Respectfully submitted, Mary Davis