

**AGENDA**

**SPECIAL CITY COUNCIL MEETING**

**FEBRUARY 21, 2018**

1. City Council Agenda Only

Documents:

CITY COUNCIL MEETING AGENDA 2018-02-21.PDF

2. City Council Agenda And Packet

Documents:

CITY COUNCIL MEETING AGENDA AND PACKET 2018-02-21.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**  
**SPECIAL CITY COUNCIL MEETING**  
**FEBRUARY 21, 2018**

The Portland City Council will hold a Special City Council Meeting at 6:00 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

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

**ANNOUNCEMENTS:**

**RECOGNITIONS:**

**APPROVAL OF MINUTES OF PREVIOUS MEETING:**

(Tab 1) February 5, 2018 Regular City Council Meeting Minutes

**PROCLAMATIONS:**

Proc 23-17/18 Proclamation Honoring Officer Jeffrey Druan as Police Officer of the  
(Tab 2) Month for December 2017 – Sponsored by Mayor Ethan K. Strimling.

Proc 24-17/18 Proclamation Honoring Barron Center Skilled Nursing Facility -  
(Tab 3) Sponsored by Mayor Ethan K. Strimling.

**APPOINTMENTS:**

Order 154-17/18 Order Appointing Members to Various Boards and Committees -  
(Tab 4) Sponsored by the Nominating Committee, Councilor Pious Ali, Chair.

The Nominating Committee met on January 31 and voted unanimously to forward this item to the City Council with a recommendation for passage.

This order appoints the following individuals to various boards and committees:

<b>Name</b>	<b>Committee</b>	<b>Term Expires</b>
Luke Beland	Police Citizen Review Subcommittee	03/30/2021
Mary Zwolinski	Police Citizen Review Subcommittee	03/30/2021
Kristin Blum	Portland Housing Authority Board	06/30/2023
Robin Tucker	Portland Housing Authority Board	06/30/2019
Julia Tate	Portland Historic Preservation Board	11/30/2018
Julie Landry Viola	Portland Development Board	09/30/2019
Briana Volk	Portland Development Board	09/30/2021
Nicole Gray	Zoning Board of Appeals	12/31/2021
David Silk	Planning Board	02/28/2021
Austin Smith	Planning Board	02/28/2021
Sean Dundon	Planning Board	02/28/2021
Lisa Bloss	Creative Portland Board	11/30/2020
Nicole Barna	Creative Portland Board	11/30/2021
Daniel McKrell	Fair Hearing Officer	11/30/2021
Marpheen S. Chann-Berry	Fair Hearing Officer	11/30/2021

Five affirmative votes are required for passage after public comment.

**Order 155-17/18  
(Tab 5)**

**Order Appointing Constables for 2018 Re: Permitting and Inspections Department – Sponsored by Jon P. Jennings, City Manager.**

This order appoints Kevin Hanscombe, Matt Sarapas, James Fahey, Jason Duval, Tom Williams and Gordon “Eric” Cobb as constables from the Permitting and Inspections Department for 2018.

The Permitting and Inspections Department enforces City Code provisions for business licensing, rental housing, building, electrical, and plumbing codes. In accordance with Maine law, certain documents can only be served by a constable or sheriff. These additional constables would enforce City Code provisions specific to food service establishments and rental housing.

These appointments are effective through December 21, 2018, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, to make arrests, or issue parking tickets.

Five affirmative votes are required for passage after public comment.

**MAYOR’S COMMENTS ON FISCAL YEAR 2019 CAPITAL IMPROVEMENT PLAN:**

Mayor Ethan K. Strimling will present his comments on the Fiscal Year 2019 Capital Improvement Plan.

**CONSENT ITEMS:**

**Order 156-17/18 (Tab 6)      Order Declaring April 22, 2018 through October 31, 2018 the In the Square Festival – Sponsored by Jon P. Jennings, City Manager.**

This order declares the In the Square Festival, sponsored by the Friends of Congress Square Park, to be held weekly from April 22 through October 31, 2018. The events will include a wide variety of community activities such as art interaction, dance performances, live music, films and community gatherings. Most events will be held on Wednesdays, Fridays, and Saturdays. Dances and concerts at the park will end by 9:00 p.m. A complete calendar of events will be published by April 1, 2018 at congresssquarepark.org.

**Order 157-17/18 (Tab 7)      Order Declaring the Friends of Eastern Promenade 2018 Summer Community Concert Series Festival – Sponsored by Jon P. Jennings, City Manager.**

This order declares the Friends of Eastern Promenade 2018 Summer Community Concert Series Festival to be held weekly from July 12 through August 30, 2018 from 5:00 p.m. to 9:00 p.m. The concerts will be held at the Fort Allen Park Gazebo Bandstand on Thursday evenings.

**Order 158-17/18 (Tab 8)      Order Declaring July 13 to July 29, 2018 the Eurydice in the Park Festival – Sponsored by Jon P. Jennings, City Manager.**

This order declares July 13 through July 29, 2018 as the Fenix Theatre Company's Eurydice in the Park Festival to be held Fridays, Saturdays, and Sundays, July 13, 14, 15, 20, 21, 22, 27, and 29. There is no performance on Saturday, July 28. Performances are from 6:30 p.m. to 8:00 p.m. and will be staged at the Oaks reflecting pool, ravine area, and surrounding grass areas.

**Order 159-17/18 (Tab 9)      Order Declaring July 14, 2018 the Dance Mile Portland 2018 Festival – Sponsored by Jon P. Jennings, City Manager.**

This order declares July 14, 2018 as Dance Mile Portland 2018 Festival to be held at Lincoln Park from 4:00 p.m. to 8:00 p.m. There will be a one-mile dance parade and walk that starts and ends in the park.

The festival will include a vendor village within the park that will sell t-shirts and noise makers for the event. From 4:00-6:30 p.m. there will be music in the park supplied by a disc jockey on a flatbed truck.

At 6:30 p.m. there will be a parade in the street. The parade will be led by the flatbed truck including the disc jockey and music. Upon returning to the park, there will be more music until 7:45 p.m. The parade route is included in the agenda backup.

Five affirmative votes are required for passage of the Consent Calendar.

**LICENSES:**

**BUDGET ITEMS:**

**COMMUNICATIONS:**

**RESOLUTIONS:**

**UNFINISHED BUSINESS:**

**Order 151-17/18  
(Tab 10)**

**Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Allen Avenue from Summit Street to Washington Avenue and Auburn Street – Sponsored by Jon P. Jennings, City Manager.**

The City Council is being asked to approve a two-party agreement that will allow the Maine Department of Transportation and the City to construct the Allen Avenue paving project in 2018.

Approving and signing this agreement would confirm the City's intent to construct this project, pay 25% of the total project cost for paving Allen Avenue, and pay 100% of the cost to pave Washington Avenue between Allen Avenue and Auburn Street (330 ft.) and Auburn Street between Washington Avenue and Chapman Street (410 ft.)

The estimated total project cost to pave Allen Avenue is \$425,000. The City's 25% share would be \$106,250. The estimated additional cost to pave Washington Avenue and Auburn Street is \$170,000, which would be paid entirely by the City.

The total estimated City share of the project cost is \$276,250.

This item must be read on two separate days. It was given a first reading on February 5. Five affirmative votes are required for passage after public comment.

**Order 152-17/18  
(Tab 11)**

**Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Cumberland Avenue from Elm Street to State Street – Sponsored by Jon P. Jennings, City Manager.**

The City Council is being asked to approve a three-party partnership agreement that will allow Portland Area Comprehensive Transportation System, Maine Department of Transportation and the City to move ahead with plans to pave Cumberland Avenue between Elm Street and State Street in 2019.

Approving and signing this agreement would confirm the City's intent to undertake this project and pay 25% of the total cost. The estimated total project cost is \$397,100. The City's 25% share would be \$99,275.

This item must be read on two separate days. It was given a first reading on February 5. Five affirmative votes are required for passage after public comment.

**Order 153-17/18  
(Tab 12)**

**Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Danforth Street from High Street to Vaughan Street - Sponsored by Jon Jennings, City Manager.**

The City Council is being asked to approve a three-party partnership agreement, which would allow Portland Area Comprehensive Transportation System, Maine Department of Transportation, and the City to move ahead with plans to pave Danforth Street between High Street and Vaughan Street in 2019.

Approving and signing this agreement will confirm the City's intent to undertake this project and pay 25% of the total project cost. The estimated total project cost is \$706,600. The City's 25% share would be \$176,650

This item must be read on two separate days. It was given a first reading on February 5. Five affirmative votes are required for passage after public comment.

**ORDERS:**

**Order 160-17/18  
(Tab 13)**

**Order Approving the Lease of 94 Free Street and the Spring Street Garage Revenue Sharing Agreement with Portland Hockey LLC – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

Since the departure of the Portland Pirates mid-2016, 2,415 square feet of available commercial ground level space located at 94 Free Street has been marketed by City staff and a commercial broker with very little commercial interest. Filling this space with the Maine Mariners supports the start-up of the ECHL team to play their games at the Cross Insurance Arena.

Additionally, an Agreement to share Maine Mariner game day revenue is proposed similar to the past City agreement with the Pirates, and current agreements with the Red Claws and Sea Dogs.

Both the Lease and the Parking Garage Revenue Sharing Agreement have been negotiated under the direction of the EDC during 2017.

Proposed Lease Agreement Highlights: The proposed term is up to fifteen years, with rental starting at \$2.00 per square foot, or \$4,830 annually, and ending at \$8.00 per square foot in years 12 to 15, or \$19,320 annually.

Proposed Parking Revenue Sharing Agreement Highlights: The proposed term is up to fifteen years to match the space Lease and Maine Mariners Lease with the Cross Insurance Arena.

The game night parking rate is \$8.00 per car for the 2018/2019 hockey season, which may be adjusted thereafter by mutual agreement.

**Revenue Share:** For the first seven (7) years, Maine Mariners to receive game day revenue minus security and City staff expenses. Starting year eight (8), game day revenue will be the lessor of the average Revenue Share for the sixth and seven year or all parking garage revenue minus security and City staff expenses. This approach is designed to increase the City's share starting in year eight if game attendance increases from previous years six and seven.

**Game Use of Garage:** Team players, coaches, and staff will receive complimentary parking passes for hockey related activities.

**Season Tickets:** Maine Mariners to provide the City four season tickets at no cost.

Five affirmative votes are required for passage after public comment.

**Order 161-17/18 Order Amending the 2002 Waterfront Tax Increment Financing District (Tab 14) by Adding the WEX Project Site and the Union Wharf Project Site to the District – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

The Economic Development met on February 6, 2018 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

On March 18, 2002, the Portland City Council approved the ten-year Waterfront TIF District at 1% capture the first year, followed by 100% capture for the remaining nine years, for the City to retain increased property tax revenue for specified municipal public infrastructure investment. This was followed by an amendment by the City Council on June 7, 2010, for the purposes of:

- Extending the term by 20 years, through FY2032, at the 100% capture rate;
- Reducing the number of TIF investment options;
- Authorize the use of Credit Enhancement Agreements (CEA) within the Waterfront Central Zone; and,
- Established a Sub-District and authorize a CEA with the Developer in furtherance of the Cumberland Cold Storage Project at the specified capture rates.

At this time, there are currently two projects under construction in the Waterfront TIF District that could provide additional TIF revenue for the District as of April 1, 2018, particularly the WEX office construction project at Hancock and Thames Streets, and the mixed use development at Union Wharf which includes office, restaurants, food court, and open market.

In adding these parcels to the Waterfront TIF District, the City would realize additional tax sheltering savings at approximately \$145,000 yearly for the duration of the District, over and above the estimated \$220,000 annual tax sheltering savings the District now supports.

Additional TIF proceeds for municipal use with the added TIF districts would produce an estimated \$495,000 annually, over and above the current estimated annual TIF proceeds at \$540,000.

It is noted that later this year City staff intends to recommend adding additional waterfront properties to the TIF District located on Portland's East and West End.

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

**AMENDMENTS:**

**EXECUTIVE SESSION:**

**Executive Session: Additional Guidance on AFSCME Supervisor's Contract Pursuant to 1 M.R.S. §405(6)(D) – Sponsored by Jon P. Jennings, City Manager.**

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It is noted that later this year City staff intends to recommend adding additional waterfront properties to the TIF District located on Portland's East and West End.

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**AMENDMENTS:**

**EXECUTIVE SESSION:**

**Executive Session: Additional Guidance on AFSCME Supervisor's Contract Pursuant to 1 M.R.S. §405(6)(D) – Sponsored by Jon P. Jennings, City Manager.**

*Tab 1 - 2-21-18*

**ROLL CALL:** Mayor Strimling called the meeting to order at 5:30 P.M. (Councilor Batson arrived during the Arts in the Chamber.

**ANNOUNCEMENTS:**

**RECOGNITIONS:**

Motion was made by Councilor Ray and seconded by Councilor Thibodeau to suspend the rules to take up an un-agenda item. Passage 8-0 (Batson absent).

Arts in the Chamber- Liam Swift

**APPROVAL OF MINUTES OF PREVIOUS MEETING:**

Motion was made by Councilor Ray and seconded by Councilor Duson to suspend the rules to take up an un-agenda item. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau to approve the minutes of January 31, 2018. Passage 9-0.

**PROCLAMATIONS:**

**Proc 21-17/18 Proclamation Honoring Angela Calvo, Fire Department, as Employee of the Month for December 2017 –Sponsored by Mayor Ethan K. Strimling.**

Motion was made by Councilor Ali and seconded by Councilor Ray to suspend the rules and take up an un-agenda item. Passage 9-0.

**Proc 22-17/18 Proclamation Recognizing Black History Month 2018**

**APPOINTMENTS:**

**CONSENT ITEMS:**

Motion was made by Councilor Ray and seconded by Councilor Duson to take Order 144 out of the consent calendar. Passage 9-0.

**Order 144-17/18 Order Authorizing Waterfront Concert Festivals Presented by Waterfront Concerts, LLC on the Maine State Pier and Approving Contracts and Permits Therefor – Sponsored by Jon P. Jennings, City Manager.**

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage of Order 144. Passage 9-0.

**Order 145-17/18**      **Order Declaring May 13, 2018 the Portland Sea Dogs Mother's Day 5K Race Festival – Sponsored by Jon P. Jennings, City Manager.**

**Order 146-17/18**      **Order Declaring June 21 to June 23, 2018 the 2018 Greek Heritage Food Festival – Sponsored by Jon P. Jennings, City Manager.**

**Order 147-17/18**      **Order Declaring June 23, 2018 the Allagash Street Fair Festival – Sponsored by Jon P. Jennings, City Manager.**

Motion was made by Councilor Thibodeau and seconded by Councilor Mavodones to approve the consent items. Passage 9-0.

**LICENSES:**

**Order 148-17/18**      **Order Granting Municipal Officers' Approval of Maine Lobster Shack. Application for a Class I FSE with Outdoor Dining on Private Property at 425 Fore Street – Sponsored by Michael Russell, Director of Permitting and Inspections Department.**

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

**Order 149-17/18**      **Order Granting Municipal Officers' Approval of Rising Tide Brewing Company LLC DBA Rising Tide Brewing Company LLC. Application for a Class III & IV FSE with Entertainment without Dance limited to 16 hours per week and Outdoor Dining on Private Property at 103 Fox Street – Sponsored by Michael Russell, Director of Permitting & Inspections Department.**

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

**BUDGET ITEMS:**

Mayor Strimling took Order 150 out of order; Re-establish the Dr. Martin Luther King Task Force.

**Order 150-17/18**      **Order Re-Establishing the Dr. Martin Luther King Recognition Task Force – Sponsored by Mayor Ethan K. Strimling.**

Motion was made by Councilor Batson and seconded by Councilor Costa.

**IN COUNCIL REGULAR MEETING FEBRUARY 5, 2018 VOL. 133 PAGE 184**

Motion was made by Councilor Thibodeau and seconded by Councilor Mavodones to amend Order 150 by adding “that the Dr. Martin Luther King Recognition Task Force shall report back to City Council’s Sustainability Committee for approval and then formally present its recommendation to the City Council by May 31, 2018. Passage 9-0.

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

**COMMUNICATIONS:**

**Com 14-17/18                      Communication Re: Appointments to the Dr. Martin Luther King Recognition Task Force – Sponsored by Mayor Ethan K. Strimling.**

This Communication appoints the following persons to the Dr. Martin Luther King Recognition Task Force:

Blanca Santiago  
Dawud Ummah  
Regina Phillips  
Merita McKenzie  
Daniel Minter  
Danielle Conway  
Councilor Pious Ali, Chair

**Com 15-17/18                      Communication Re: City Ordinance 17-113 – Sponsored by Mayor Ethan K. Strimling.**

**RESOLUTIONS:**

**Resolve 7-17/18                      Resolution Opposing Oil and Gas Offshore Drilling Off the Coast of Maine – Sponsored by Mayor Ethan K. Strimling, Councilor Kim Cook, Councilor Pious Ali, Councilor Justin Costa, Councilor Jill C. Duson, Councilor Nicholas M. Mavodones, Jr., Councilor Spencer Thibodeau, Councilor Brian E. Batson, and Councilor Belinda S. Ray.**

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

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

**UNFINISHED BUSINESS:**

Mayor Strimling stated that he will take up Order 127 A at the end of Unfinished Business.

**Order 137-17/18      Amendment to Zoning Map Re: 233 Anderson Street and Vicinity  
– Sponsored by the Portland Planning Board, Sean Dundon, Chair.**

It was given a first reading on January 3, 2018

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

**Order 141-17/18      Amendment to Portland City Code Chapter 14 Re: Interim Planning  
Overlay District – Sponsored by the Planning Board, Sean Dundon,  
Chair.**

It was given a first reading on January 31, 2018.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau as an emergency. Passage 8-1 (Batson)

**Order 142-17/18      Amendment to Zoning Map Re: Munjoy Hill Interim Planning Overlay  
District – Sponsored by the Planning Board, Sean Dundon, Chair.**

It was given a first reading on January 31.

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

**Order 143-17/18      Amendment to Portland City Code Chapter 2 Administration  
Re: Civil Service – Sponsored by the Health and Human Services  
and Public Safety Committee, Councilor Belinda S. Ray, Chair.**

It was given a first reading on January 31.

Motion was made by Mayor Strimling and seconded by Councilor Costa to bifurcate Order 143 1. Civil Service, 2. Police Citizen Review Subcommittee. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Duson for passage of Order 143 Civil Service as an emergency. Passage 9-0.

Motion was made by Councilor Batson and seconded by Councilor Ray to call the question. Passage 9-0.

Motion was made by Mayor Strimling and seconded by Councilor Mavodones to postpone the Police Citizen Review Subcommittee amendment to February 21, 2018. Motion failed 1-8(Duson, Mavodones, Cook, Ali, Costa, Ray, Thibodeau, Batson).

Motion was made by Councilor Batson and seconded by Councilor Costa to call the question. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage of the Police Citizen Review Subcommittee as an emergency. Passage 9-0.

Motion was made by Councilor Thibodeau and seconded by Councilor Costa to suspend the rule and take public comment on Order 127 A. Passage 8-0 (Batson gone).

**Order 127A-17/18      Order Authorizing Appointments to the Greater Portland Transit District for 2018 – Sponsored by Mayor Ethan K. Strimling.**

This order appoints the following individuals to the Greater Portland Transit District for the calendar year 2018.

Mayor Ethan Strimling  
Councilor Belinda Ray  
Councilor Pious Ali  
Jetport Director Paul Bradbury  
Finance Director Brendan O'Connell

Motion was made by Councilor Ray and seconded by Councilor Ali.

Motion was made by Councilor Ray and seconded by Councilor Ali to strike Mayor Ethan Strimling from the Greater Portland Transit and add Edward Suslovic. Passage 7-1,(Strimling) (Batson gone).

Motion was made Ray and seconded by Councilor Ali for passage as amended. Passage 7-1 (Strimling) (Batson gone).

**ORDERS:**

**Order 151-17/18      Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Allen Avenue from Summit Street to Washington Avenue and Auburn Street – Sponsored by Jon P. Jennings, City Manager.**

This is its first reading.

**Order 152-17/18      Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Cumberland Avenue from Elm Street to State Street – Sponsored by Jon P. Jennings, City Manager.**

This is its first reading.

**Order 153-17/18      Order Approving the Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Paving Danforth Street from High Street to Vaughan Street - Sponsored by Jon Jennings, City Manager.**

This is its first reading.

**AMENDMENTS:**

Motion was made by Councilor Costa and seconded by Councilor Thibodeau to adjourn. Passage 8-0, 9:05 P.M.

A TRUE COPY.

---

Katherine L. Jones, City Clerk

*Dec 23-17/18  
Tab 2 2-21-18*

**PROCLAMATION  
HONORING  
OFFICER JEFFREY DRUAN**

**WHEREAS,** **Officer Druan** joined the department in June of 2007, after graduating from the University of New Haven with a bachelor's in fire science. His knowledge proves useful as an arson investigator for the department, and

**WHEREAS,** **Officer Druan** serves as a Field Training Officer and instructor for new recruits, and

**WHEREAS,** **Officer Druan** is a member of the Special Reaction Team and a valued member of the firearms training team, instructing the agency to be proficient in firearms and deadly force decisions, and

**WHEREAS,** **Officer Druan** thoroughly investigates every incident he is assigned to. He is trusted by detective supervisors to participate in the interviews of persons involved in serious felony cases that occur on his shifts, and

**WHEREAS,** **Officer Druan** is commended for his exemplary performance and clear commitment to a higher standard of public service and public safety.

**NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to **Officer Martin Ney** as **Officer of the Month for December 2017.****

**Signed and sealed this 21st day of February 2018**



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



Proc 24-17/18  
Tab 3 2-21-18

## PROCLAMATION

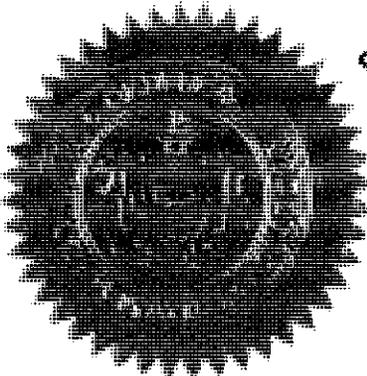
### HONORING BARRON CENTER SKILLED NURSING FACILITY

\*\*\*\*\*

- WHEREAS,** the Barron Center Skilled Nursing Facility has been identified as a top performer by the American College of Health Care Administrators (ACHCA) and,
- WHEREAS,** each year ACHCA recognizes the leaders of top- performing Skilled Nursing Facilities across the country through its Eli Pick Facility Leadership Award, sponsored by Ability Network. Minimum Data Set (MDS) quality indicators of Quality Management Scores (QMS), occupancy, and three years of survey data are used to identify top-performers.
- WHEREAS,** ACHCA believes that facility excellence is a reflection of leadership's excellence, so the purpose of the Eli Pick Facility Leadership Award is to recognize the administrators of top- performing SNFs.
- WHEREAS,** The Eli Pick Facility Leadership Award is a distinction of significance and only 11% of facilities nationwide qualify .

**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

Signed and sealed this 21<sup>st</sup> day of February, 2018



A handwritten signature in black ink, appearing to read "Ethan K. Strimling", is written over a horizontal line.

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

Order 154-17/18  
Tab 4 2-21-18

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
Luke Beland	Police Citizen Review Subcommittee	03/30/2021
Mary Zwolinski	Police Citizen Review Subcommittee	03/30/2021
Kristin Blum	Portland Housing Authority Board	06/30/2023
Robin Tucker	Portland Housing Authority Board	06/30/2019
Julia Tate	Portland Historic Preservation Board	11/30/2018
Julie Landry Viola	Portland Development Board	09/30/2019
Briana Volk	Portland Development Board	09/30/2021
Nicole Gray	Zoning Board of Appeals	12/31/2021
David Silk	Planning Board	02/28/2021
Austin Smith	Planning Board	02/28/2021
Sean Dundon	Planning Board	02/28/2021
Lisa Bloss	Creative Portland Board	11/30/2020
Nicole Barna	Creative Portland Board	11/30/2021
Daniel McKrell	Fair Hearing Officer	11/30/2021
Marpheen S. Chann-Berry	Fair Hearing Officer	11/30/2021



Office of the City Clerk  
Katherine L. Jones, CMC

**TO:** Mayor Strimling and Members of the Portland City Council  
**FROM:** Katherine L. Jones, City Clerk  
**DATE:** February 1, 2018  
**RE:** Appointments

The Nominating Committee has concluded interviews and makes the following nominations to various Boards and Committees:

<b>Name</b>	<b>Committee</b>	<b>Term Expires</b>
<b>Luke Beland (New)</b>	<b>Police Citizen Review Subcommittee</b>	<b>03/30/2021</b>
<b>Mary Zwolinski</b>	<b>Police Citizen Review Subcommittee</b>	<b>03/30/2021</b>
<b>Kristin Blum (New)</b>	<b>Portland Housing Authority Board</b>	<b>06/30/2023</b>
<b>Robin Tucker (New)</b>	<b>Portland Housing Authority Board</b>	<b>06/30/2019</b>
<b>Julia Tate (New)</b>	<b>Portland Historic Preservation Board</b>	<b>11/30/2018</b>
<b>Julie Landry Viola (New)</b>	<b>Portland Development Board</b>	<b>09/30/2019</b>
<b>Briana Volk (New)</b>	<b>Portland Development Board</b>	<b>09/30/2021</b>
<b>Nicole Gray (New)</b>	<b>Zoning Board of Appeals</b>	<b>12/31/2021</b>
<b>David Silk (New)</b>	<b>Planning Board</b>	<b>02/28/2021</b>
<b>Austin Smith (New)</b>	<b>Planning Board</b>	<b>02/28/2021</b>
<b>Sean Dundon</b>	<b>Planning Board</b>	<b>02/28/2021</b>
<b>Lisa Bloss (New)</b>	<b>Creative Portland Board</b>	<b>11/30/2020</b>
<b>Nicole Barna (New)</b>	<b>Creative Portland Board</b>	<b>11/30/2021</b>
<b>Daniel McKrell (New)</b>	<b>Fair Hearing Officer</b>	<b>11/30/2021</b>
<b>Marpheen S. Chann-Berry (New)</b>	<b>Fair Hearing Officer</b>	<b>11/30/2021</b>

City of Portland Appointments Committee  
City Clerk's Office  
389 Congress Street  
Portland, Maine 04101

30 December 2017

Dear Members of the Appointments Committee,

I am excited to put forth my application to serve as a member of the Police Citizen Review Subcommittee. I have been waiting for the right opportunity to take my civic engagement in Portland to the next level, and I think this is it. I believe that my character and skills will be an excellent fit for the responsibilities involved, and I would be honored and very pleased to make a contribution to our city in this capacity.

When I was a teenager, I was a member of Boy Scout Troop 8 in Bangor. Hiking, camping, and wilderness adventures were always the highlights for me, but being a Boy Scout for nearly a decade also helped shape me as a moral person and as a leader. I served as my troop's Senior Patrol Leader and achieved the rank of Eagle Scout, doing my service project in Bangor City Forest in cooperation with the city government. I learned firsthand how to motivate scouts who might otherwise slack off, and encourage everyone to abide by the rules, for the sake of both fairness and safety. Scouting, along with lessons from my parents, helped give me a firm foundation in rule-following and respect for authority.

In high school, I competed on the Bangor High School Debate Team. My partner and I were very successful, and attended a national tournament in Dallas, Texas. Research, preparation and tournaments helped to sharpen my analytical abilities, identifying the scope and parameters of a given topic, and then focusing on the key facts and points that should decide the argument one way or the other. I was assigned to argue for or against a given question by the toss of a coin, so I also developed an ability to control my emotional reactions when considering a controversial topic. These skills served me well at university and as an occasional volunteer debate judge, and I expect they will continue to do so in a lifetime of conversations and discussions. I also think they will be very important when it comes to civilian review of police internal investigations. I didn't study law, but I think it falls nicely into the same framework I used in debate.

Finally, I am an engaged, active citizen of our city and participant in our democracy. When a referendum question that excites me is proposed, I don't just talk about it, I volunteer to collect signatures. Rather than grumbling about damaged roads, sidewalks, and bike lanes, I have started using the FixIt Portland app to report them for repair. A few months ago, my wife and I saw a police officer use a taser on a fleeing suspect at the Back Cove Hannaford. It raised a lot of questions for me. Rather than jumping to conclusions or going on social media to speculate, I wrote a letter to the Portland PD to

report what I saw and ask for more information, and ended up having a very productive phone conversation with Chief Mike Sauschuck. I've contributed testimony and interviews to a police internal affairs investigation before, when I witnessed a police raid on a nightclub in New Haven, CT, so I have some familiarity with that specific process as well.

To sum up, I'm a person who has faith in our public institutions, even while acknowledging that they are not perfect all of the time. I believe in rules, due process, impartiality, transparency, and fairness. I believe that citizen engagement is critically important to the functioning of our society and government. On the whole, I am very impressed with the professionalism displayed by the Portland Police Department, and very grateful for their service and sacrifice. I would very much look forward to serving them, and serving the citizens of Portland, on the Police Citizen Review Subcommittee, and I thank you for considering my application.

Sincerely,

Luke J. Beland  
16 Gay Street  
Portland, ME 04103  
Cell: 907-0848  
Email: [lbeland@clee.org](mailto:lbeland@clee.org)

## **LUKE J. BELAND**

16 Gay Street  
Portland, ME 04103

luke.beland@ciee.org  
207.907.0848

**OBJECTIVE:** To serve on the Portland Police Citizen Review Subcommittee

### **EMPLOYMENT HISTORY**

#### **Senior Program Coordinator: CIEE Teach Abroad, Portland ME**

- Promoted from Program Coordinator: January 2017
  - Administered 7 ESL placement programs in 5 countries, with a high degree of autonomy
  - Achieved dramatic improvements in quality and satisfaction while growing enrollments
  - Cultivated relationships with overseas partners, both remotely and in person
  - Responsibilities included: sales, application review, visa instructions, social media, customer service, webinars, interviews, copywriting and editing
  - Other projects: marketing strategy, contests, feedback analysis, basic video editing
- Mar 2015 to present.*

#### **Compliance Coordinator: CIEE High School Exchange Program, Portland ME**

- Vetted host families and verified adherence to State Dept and CSJET rules, in an environment focused on impartiality, consistency, and triple-checking.
  - Trained new hires and other staff on regulations and procedures
- 2013 to 2015*

#### **English Teacher: The Ahliyyah School for Girls, Amman, Jordan**

- Curriculum, teaching, assessment and grades for four sections of Grade 8
  - Surveyed teachers and analyzed feedback for a school improvement project
- 2012-2013*

#### **Fulbright English Teaching Fellow: Amman, Jordan.**

- Led English classes and extracurriculars at Petra University
- 2011-2012*

#### **Counselor Staff: Seeds of Peace International Summer Camp, Otisfield ME**

- Served as a dock director, lifeguard, coach, and bunk counselor
  - Supported peace-building programming for youth from conflict areas
- Summers 2011-2012*

#### **Freshman Counselor: Yale University, New Haven CT**

- Monitored student health and safety and offered academic guidance
- April 2010 to May 2011*

**INTERNSHIPS:** **Portfolio Assistant: UNOPS Iraq Operations Center, Amman, Jordan**  
Edited project reports, presentations and press releases  
*December 2011 to May 2012*

#### **Education Intern: Amideast, Kuwait City, Kuwait**

Offered customer service, English classes and academic advising  
*September to December 2009*

**EDUCATION:** Yale University, New Haven, CT: *B.A., Modern Middle East Studies*

**Bangor High School, Bangor ME: *Salutatorian***

**HONORS:** Foreign Language and Area Studies Fellow

Yale University, *Senior Year*

Arabic Language Center in Fes, Morocco, *Summer 2010*

**Eagle Scout Award, Boy Scouts of America**

**LANGUAGES:** Arabic: High Intermediate (Modern Standard and Jordanian Colloquial)

French: High Intermediate

**HOBBIES:** Skiing, Snowshoeing, Hiking, Camping, Canoeing, Kayaking, Small Boat Sailing, Reading, Board Games, Backyard Chickens, Home Improvement

**REFERENCES:** Available upon request

rec'd 12-21-2017

December 20, 2017

To Corporate Council,

Enclosed is my application for re-nomination to the Police Citizen Review Committee, per the letter I received last week. Please let me know if there is anything else you need.

Thank you,



Mary Zwolinski  
116 Clark Street  
Portland, ME 04102

# Mary A Zwolinski

116 Clark Street, Portland, ME 04102 C 207.408.9122 [mary.zwolinski@gmail.com](mailto:mary.zwolinski@gmail.com)

## Professional Experience

**Executive Director** | 2012-current | Wayside Food Program, Portland, Maine

**Cultural Heritage Consultant** | 2006-2010 | Portland, Maine

## Education

- **Yoga Teaching Certificate** | Kripalu Center for Yoga and Health
- **MA Folk and Museum Studies** | Western Kentucky University, Bowling Green
- **Studio and Art History** | University of Illinois, Chicago
- **BA Psychology** | University of Texas at Austin; minor in Literature

## Boards, Trusteeships, Volunteer Experience

- **Portland Citizen Review Committee** | Member
- **Maine Veterans' Homes** | Volunteer
- **Portland Food Council** | Director
- **James Rackleff and Sylvan B. Phillips Trusts** | Trustee
- **Court Appointed Special Advocate, State of Maine, Portland District** | CASA Guardian Ad Litem
- **Maine Arts Commission** | Traditional Arts Committee Member

I have been a resident of Portland since 2006. I live on the west end with my family and pets and have one daughter who is a student at McGill University in Montreal.

**KRISTIN M. BLUM**  
10 Amherst Street  
Portland, ME 04103  
617-899-7301 (mobile) / 207-518-9317 (home)  
[km\\_blum@yahoo.com](mailto:km_blum@yahoo.com)

January 2, 2018

Appointments Committee Chairman  
c/o City Clerk  
389 Congress Street  
Portland, ME 04101

Dear Chairman:

I am responding to the City of Portland's posting for a non-resident board member for the Portland Housing Authority (PHA). My skills and experience make me an excellent candidate for PHA board.

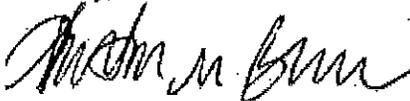
I have worked in the affordable housing sector for almost 20 years, including ten years developing affordable housing for community based nonprofits. In addition, my professional roles have included overseeing portfolios of affordable rental housing. In my current position as a Rural Lending Director for Rural LISC, I underwrite and finance affordable and mixed income housing developments in rural and small urban communities around the country, including for housing authorities. I have experience with a range of financing tools including housing authority operating and capital funding, Section 8 assistance, Low Income Housing Tax Credits, HOME and other federal, local and private affordable housing sources.

Prior to joining LISC, I worked in real estate development at two Boston-area nonprofit community development corporations. In these positions I identified and purchased sites suitable for affordable housing development, negotiated contracts, secured necessary permits and financing, supervised project management staff and coordinated projected teams for managed multi-million dollar real estate and affordable housing development projects.

In addition, early in my housing career, I worked as a consultant to public housing authorities, assisting with funding applications, development planning and program evaluation.

I look forward to discussing this position with you.

Sincerely,



Kristin M. Blum

**KRISTIN M. BLUM**  
10 Amherst Street  
Portland, ME 04103  
617-899-7301 (mobile)/ 207-518-9317 (home)  
[km\\_blum@yahoo.com](mailto:km_blum@yahoo.com)

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## **EXPERIENCE**

**Local Initiatives Support Corporation (LISC)**  
*Rural Lending Director, Rural LISC, 2016 – present*  
*Senior Program Officer, Rural LISC, 2014 – 2016; Boston LISC 2008-2014*

Local Initiatives Support Corporation (LISC) is a national community development intermediary. LISC utilizes its national structure to raise capital to invest in local community development organization as grants, loans and equity investments. I currently work remotely from Portland, Maine for LISC's national rural program, which supports rural communities and community development organizations around the country.

Real Estate Lending – Manage all Rural LISC's lending activities nationwide, including originating, underwriting, and closing loans to rural nonprofit developers, primarily on affordable housing, neighborhood commercial real estate and community facilities. Successfully doubled Rural LISC's loan production over the past three years, by creating new lending partnerships and relationships. Develop new lending tools and raise new loan capital through public and private capital sources. Led Boston LISC's real estate lending program prior to joining Rural LISC. Underwrote and closed over \$50 million in loans to foster rural economic development, and create and preserve affordable and mixed income housing, neighborhood retail, community facilities and brownfields redevelopment. Provide technical assistance to borrowers on community based real estate development.

Program Development and Management - Participate in development of new Rural LISC initiatives and financing tools, in areas including economic development and healthy housing. Currently working on creation of a new, innovative rural economic development fund capitalized with New Markets Tax Credits and bank capital to provide low interest financing for economic development projects. Developed and launched a new Boston area loan fund, the Equitable Transit Oriented Development Accelerator Fund, to promote equitable and sustainable development with a \$1 million grant from the Commonwealth of Massachusetts and \$3.5 million in foundation program related investments to support equitable transit oriented development in greater Boston. Developed and raised funding for Boston LISC's Green Retrofit Initiative to support implementation of energy efficiency and environmentally sustainable upgrades to affordable housing properties. Supervise program staff; lead multi-disciplinary teams.

Capacity Building for CDCs and other nonprofits - Managed capacity building grant programs, including writing RFPs, evaluating proposals, and awarding and managing grants to support a range of community development activities including a strategic challenge fund for organizations impacted by the great recession, Financial Opportunity Centers, foreclosed property work, and green housing development. Managed Catalyst Fund grants and consulting engagements for organizations seeking mergers and strategic alliances. Prepared grant proposals and managed federal reporting requirements.

**Somerville Community Corporation, Somerville, MA**  
*Director of Housing Development, 2004 – 2008*

Led the organization's housing development efforts, including identifying new development opportunities, assessing feasibility, planning, fundraising, and hiring and supervising project management staff and consultants. Participated in organization-wide efforts including an anti-displacement initiative and Green Line transit corridor planning. Participated in Somerville Community Corporation's management team and organizational planning, goal setting, and budgeting processes. Oversaw SCC's rental housing portfolio. Major development projects included acquisition, master planning,

and initiating the redevelopment of a closed 3 acre Catholic church property into a 90 unit mixed use, mixed income development; and rehabilitation of small rental properties for permanent housing for homeless families.

**Allston Brighton Community Development Corporation, Allston, MA**  
**Senior Project Manager, 2001 – 2004; Project Manager, 1999 – 2001**

Responsible for all aspects of affordable housing development, from site acquisition through construction oversight and close out. Specific development responsibilities included selecting and managing development team members, completing funding applications, compiling and managing project budgets, selecting and managing contractors and architects, coordinating closings, and other development related activities. Major development projects included: a 50 unit new construction affordable rental property developed with capital grants from Harvard University, and other public and private sources; refinance and rehabilitation of a 20 unit pre-1986 tax credit project, and acquisition of scattered site foreclosed condominiums from the FDIC to avoid displacement of frail elders.

**Metropolitan Boston Housing Partnership, Boston, MA**  
**Asset Manager, 1998 – 1999**

Assisted in monitoring the performance of \$200 million portfolio of affordable housing (Section 8 and Low Income Housing Tax Credits). Reviewed financial reports, monitored trends, and reported to investors in partnership with the Massachusetts Housing Investment Corporation. Administered loan programs for small rental properties in conjunction with banks. Marketed the loan programs, screened applicants, and tracked applications at lenders through closing. Trained resident groups of resident controlled properties on asset management and real estate ownership.

**TAG Associates, Inc., Norwood, MA**  
**Research Associate, 1996 – 1998**

Program planning and project management for a small consulting firm specializing in public housing. Projects focused on redevelopment and revitalization (HOPE VI) and resident services at several public housing authorities across the country. Assisted with planning and implementation of HUD funded public housing resident services initiatives.

**Wilder Research Center, Amherst H. Wilder Foundation, St. Paul, MN**  
**Research Associate 1995 – 1996**

Responsibilities included management of program evaluation and research studies, proposal writing, research design, instrument design, literature reviews, data analysis and report writing. Major projects included a multi-site evaluation of juvenile corrections programs, an evaluation of a training program for hard-to-employ adults, and a social indicators benchmarking project.

## **EDUCATION**

**Master of Arts in Public Affairs**, concentration in policy analysis.  
University of Minnesota, Humphrey Institute of Public Affairs, Minneapolis, MN

**Bachelor of Arts in Social Work**; Marquette University, Milwaukee, WI

## **CURRENT VOLUNTEER ACTIVITIES**

- **Southern Maine Gearbots, Windham, ME** – Board member and Treasurer (2015–present)
- **Marble Block Redevelopment Corporation, Biddeford, ME** – Board member and development committee member (2014-present)

**Robyn L. Tucker**

20 Smith Street 2<sup>nd</sup> Floor  
Portland, Maine 04101

Phone: (207) 409-0632 Email: robyntckr@yahoo.com

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November 2, 2017

Katherine Jones, City Clerk, CCM, CMC, Registrar  
City of Portland  
389 Congress Street  
Portland, ME 04101  
(207) 874-8614  
(207) 874-8612 Fax

RE: Portland Housing Authority Board of Commissioners

Dear Katherine & Mark:

I am an experienced prior board member interested in the opening for Portland Housing Authority Board of Commissioners. My resume is enclosed for your review. I am eager to get back on the board to make a difference within my community.

I would welcome the opportunity for a personal interview at your convenience. Thank you for your time and consideration.

Sincerely,

Robyn L. Tucker

## **Robyn L. Tucker, Notary Public**

(207) 409-0632 | robyntckr@yahoo.com

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### **SUMMARY OF SKILLS**

Executive Office Support	Microsoft Office Suite
Front Office Operation	Amadeus - Flight Attendant
On-Boarding	Accounts Payable and Receivable
Maintained Employee Files (EEO & ACA)	Communication/Customer Service Skills
Project & Team Leadership	

### **EDUCATION AND TRAINING**

**Master of Science in Management, Leadership Concentration** **April 2016**

Kaplan University: South Portland, Maine

Relevant Courses: Strategic Human Resource Management; Organizational Excellence and Change; Action Research and Consulting Skills; Mentoring and Coaching

**Bachelor of Science in Business Administration** **February 2013**

Kaplan University: South Portland, Maine

Relevant Courses: Quality Management; Management Policy and Strategy; Conflict Management and Team Dynamics

**Associate of Applied Science in Paralegal Studies** **November 2004**

Andover College: Portland, Maine

### **PROFESSIONAL EXPERIENCE**

**RESERVATION SPECIALIST: January 2017 to September 2017**

AutoEurope: Portland, Maine

- Superior Customer Service and Communication Skills.
- Set and met productivity expectations along with high quality standards.
- Excellent problem solving and conflict management skills.

**OPERATIONS COORDINATOR: October 2013 to April 2015**

Kellogg Corporation: Auburn, Maine

- Supported daily operations of the department; provided administrative support to the Director/Manager; coordinated office activities, administrative, procurement, and business/financial activities.
- Experienced with educational programs, Sentara Health Care systems, policies/procedures, and regulatory requirements.
- Created Safety Tips that were used Globally.

**EXTERNSHIP, PROJECT MANAGEMENT: November 2012 to March 2013**

Great Falls Construction Company: Gorham, Maine

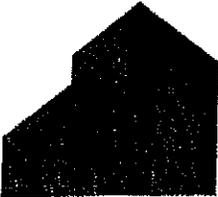
- Worked with accounts payables, accounts receivables, project management and account files for all subcontractor invoices.
- Assisted the office with answering/directing phones to management team. Exposed to Pro-Contractor software.

**DISTRIBUTION ADMINISTRATIVE ASSISTANT: August 2008 to June 2011**

**ROUTING COORDINATOR**

Oakhurst Dairy: Portland, Maine

- Supported the distribution department head and assisted all departments where needed.
- Project managed routing for all of New England, assisted supervisors when on-boarding new employees, organized calendars, and made travel arrangements.



47 Pitt Street  
Portland, ME 04102

January 05, 2018

Ms. Katherine L. Jones  
City Clerk, City of Portland  
389 Congress Street, Room 205  
Portland, ME 04101

Dear Ms. Jones,

Please find attached my resume for consideration for the opening on Portland's Historic Preservation Board.

As a relative new-comer to Portland I am happy to now call it home. I grew up just outside of Washington, D.C. in the historic district of Takoma Park, Maryland and then lived and worked in New York City for 15 years during and after college. While the diversity and richness of those places is something I will never forget, I feel the character, culture and accessibility particular to Portland sets this city apart from so many.

I have been practicing architecture for ten years (two of which have been at a local architectural firm here in Portland) and though I do not professionally specialize in historic work, I understand, support and respect the importance of maintaining and preserving the historic fabric of the city, and the craftsmanship and sustainable functionality inherent therein. Personally, my husband and I have recently become first time homeowners of an 1890s "vernacular Victorian" wood framed structure and have been able to appreciate first hand the tangible difference in the quality, character and strength that older structures offer over new construction.

I see the appreciation, preservation and rehabilitation of existing resources and attributes (i.e. the buildings and neighborhoods) as a key approach to vibrant, successful city. Serving on the Historic Preservation Board would provide an exciting opportunity to be part of that process in a way that feels meaningful.

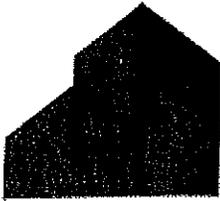
The beautifully diverse range of architectural styles, from Colonial to the Modern, that are considered under the umbrella of Historic Preservation are assets that are as essential to our future as they are to preserving our history. While I love Portland as it is, it is a city teeming with growth, improvement and inhabitants hailing from increasingly diversified backgrounds. It is important to me that the concepts of Historic Preservation are understood and perceived as both relevant to and supportive of our cities' growth and evolution. As a member of the board, I would appreciate being able to honor these ideas.

Thank you for your consideration.

Sincerely,



Julia Tate  
c. 202.422.6482



## LICENSURE + ACCREDITATION

REGISTERED ARCHITECT  
New York State  
Since September 2012  
NCARB Certified

LEED AP BD+C  
Since October 2008

## EDUCATION

BArch. May 2007

Irwin S. Chanin  
School of Architecture  
The Cooper Union  
for the Advancement  
of Science and Art

30 Cooper Square,  
New York, New York

## AWARDS + ACHIEVEMENTS

New York City  
Department of Transportation  
Urban Art Program  
Jersey Barrier Mural Competition  
*Selected Entry*  
Spring 2010 [with SCA]

New York City Public  
Design Commission  
*Award for Design Excellence*  
*Ocean Breeze*  
*Track + Field House*  
Fall 2009 [with SCA]

Designing the  
Highline Competition  
*Jury Selection*  
Spring 2003  
[with LifeForm Studio]

First Step Housing Competition  
*Winning Entry*  
Fall 2003  
[with LifeForm Studio]

## INTEREST + ACTIVITIES

Swimming, gardening,  
print making, making things  
in general.

# JULIA TATE, RA

47 Pitt Street / Portland, ME 04103 • julia.tate@gmail.com • 202.422.6482

## PROFESSIONAL EXPERIENCE

SCOTT SIMONS ARCHITECTS / PORTLAND, ME

10/2015 - PRESENT DESIGN PROJECT TEAM MEMBER

Involved in the design and construction administration process on various project teams within the office. Projects include Waynflete Lower School, The Portland Museum of Art Front Desk and Coat Room, the State Theater Marquee rehabilitation, and others currently in design.

SAGE AND COOMBE ARCHITECTS / NEW YORK, NY

3/2008 - 10/2015 PROJECT DESIGNER + MANAGER

Ocean Breeze Track and Field House, Staten Island, NY:

- 135,000 SF facility for the NYC Department of Parks and Recreation.
- Design Team member throughout all phases.
- Managed Construction Administration with biweekly team site visits.
- Substantially completed Fall 2015, targeting LEED Gold.

Old Indian Hill House, Cincinnati, OH:

- Managed both Design and Construction phases for the gut renovation of a 1940's 6,500 SF private residence with a sensitive addition of a 1,800 SF Garage.
- Completed December 2014.

PROJECT MANAGER

Engine Company 293, Queens, NY:

- Gut renovation and exterior refurbishment of a 4,000 SF firehouse with a 1,430 SF addition for the FDNY and the NYC Department of Design and Construction.
- Oversaw preparation of Construction Documents for rebid.

Owl Hollow Comfort Station, Staten Island, NY:

- 3,500 SF Comfort Station and Operations facility for the NYC Department of Parks and Recreation.
- Managed preparation of Construction Documents for rebid on this LEED Silver project.

WIEDEMANN ARCHITECTS / BETHESDA, MD

INTERN

5/2006 - 6/2006

- Worked freelance to record existing conditions for a New York City renovation.

6/2005 - 11/2005

- Worked under the supervision of an architect on two small residential projects from Schematic Design through Construction Documents. Work included site visits, measuring, coordination of prefabricated components, product research for specs, and creating drawings.

7/2004 - 8/2004

- Created winning entry board for local AIA chapter award. Built models, conducted site visits, conducted product research.

## VOLUNTEER EXPERIENCE

64TH STREET COMMUNITY GARDEN / BROOKLYN, NY

10/2010 - 11/2013

STEERING COMMITTEE MEMBER

- Organized the garden's Event Series for three seasons.
- Improved community outreach and attracted new members.
- Created a new logo and letterhead to update garden identity.

## SKILLS

Digital Tools: AutoCAD, Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Microsoft Suite, Basic Revit, Basic Rhino

General Skills: Drawing, model making, photography, print making, shop skills

# Julie Landry Viola

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PO Box 1675, Scarborough, ME | 207.310.0785 | [julesviola90@gmail.com](mailto:julesviola90@gmail.com)

**December 20, 2017**

Appointments Committee Chairman  
c/o City Clerk  
City of Portland Maine  
389 Congress Street  
Portland, ME 04101

**Dear Appointments Committee Chairman  
c/o City Clerk:**

Attached please find my current resume as an application for the opening on the Portland Development Corporation.

I have been working in Greater Portland my entire career and am a graduate of Portland High School. I am beginning my 17<sup>th</sup> year working at Gorham Savings Bank working with entrepreneurs. Over the years I have underwritten, approved, closed and managed hundreds of commercial loans.

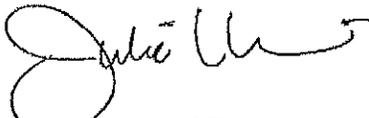
I am currently working in the Bank's newest location at One India Street less than a quarter of a mile from my very first job in 1984. I love this City and am honored to be lending which assist the needs of businesses of all sizes.

Nelle Hanig has been a tremendous asset to many of my current and past customers. The loan programs that have been administered by the City provide valuable gap financing to further many small businesses. I would like to bring my expertise and contribute to the success of the Portland Development Corporation.

I am available to meet for an interview and look forward to learning more about this opportunity.

Thank you for our consideration.

**Sincerely,**



**Julie Landry Viola**

# Julie Landry Viola

PO Box 1675 - Scarborough, ME 04070 - 207.310.0785 – [julesviola90@gmail.com](mailto:julesviola90@gmail.com)

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## **Profile:**

- Experienced manager with an MBA and more than 25 years of combined commercial credit and banking experience.
- Extensive sales and customer service background with strong financial analysis and decision making skills.

## **Experience:**

**Gorham Savings Bank, Portland, ME**

**2001 to present**

*Vice President, Business Banking Lending Manager*

- Commercial Loan Officer with responsibilities that include development of new business and maintenance of existing commercial loan portfolio.
- Directly supervise a sales team consisting of two commercial lenders and a portfolio loan officer.
- Assist the Director of Business Banking with management and oversight of our combined \$135 million portfolio, department and bank initiatives, as well as mentor commercial lending assistants.
- Responsibilities include underwriting business loan requests, financial analysis, loan authority and approvals, risk rating review, facilitating loan closings, resolution of non-performing loans/delinquency and utilization of agency guarantees to mitigate risk.
- Provide ongoing staff training, mentoring and work flow management oversight.
- Member, Service Enhancement Team.
- Named #1 SBA 504 Lender in Maine by Granite State Development Corporation for 2012.

**Gofish.com – Seafax Credit Services Division, Portland, ME**

**1990-2001**

*Vice President, Credit Services (01/99 – 09/01)*

- Directed the daily operations of the Credit Services Division of 29 employees.
- Maintained final authority and sign off on all rating change decisions, credit lines, published reports and stories.
- Implemented a new format for the Seafax Business report, developed a new credit scoring model, enhanced the appraisal system and initiated a weighted average trade reference scoring model.
- Significantly improved all key statistics including delivering updated reports 50% faster, grew the "in date report" availability from 77% to 90% and managed the division during its largest volume of credit report inquiries in department history.
- Traveled to give presentations during the Seafax Road Show and Advisory Panels as well as industry trade shows and conferences.

*Assistant Vice President, Credit Services (10/97 – 01/99)*

- Managed all aspects of the on line production and customer service center teams.
- Implemented standard operating procedures manual.
- Divisional liaison for the database migration project.

*Inside Sales and Customer Service Manager (05/95 – 10/97)*

- Managed the Customer Service Center operations, phone system and staff.
- Responsible for inside sales support to assist new business sales and contract renewals within the Southeastern United States.
- Created and taught numerous Seafax University courses.

*Regional Credit Manager (11/92-05/95)*

- Responsible for hiring, training and adherence to corporate standards for the Northeastern region.
- Performed extensive financial statement analysis.

*Production Supervisor (12/91-11/92)*

- Managed the work load for a team of senior credit analysts that underwrote the most frequently ordered credit reports.

*Credit Analyst (06/90-12/91)*

- Gathered and evaluated business and financial data as well as bank and trade references to determine credit worthiness.

**Tommy's Hardware & Dive Shop, Portland, ME**

**1984-1992**

*Sales and Customer Service Associate*

Worked in a fast paced retail environment processing retail transactions, inventory analysis and departmental merchandising.

**Education:**

Thomas College, Waterville, ME

**Master of Business Administration, Management**

Bentley University, Waltham, MA

**Bachelor of Science, Management**

**Community Affiliations:**

Treasurer, Brown Cove Road Association

Assistant Coach, Scarborough Dribbles

Board Member, Scarborough Travel Basketball

Co-Presenter, Score of Maine – Funding Your Business sessions

**References available upon request**

Portland  
Maine

Yes, Google's good here.

Katherine Jones <klj@portlandmaine.gov>

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## Portland Development Corporation

1 message

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**Briana Volk** <brianarocks@gmail.com> Fri, Jan 5, 2018 at 4:38 PM  
To: Katherine Jones <klj@portlandmaine.gov>

Katherine,

Please see below for my cover letter and my resume is attached.

Thank you,  
Briana

To Whom It May Concern:

I would like to state my interest and submit my resume for consideration for the open position on the Portland Development Corporation (PDC). I personally know first-hand the importance of the PDC from owning the Portland Hunt + Alpine Club. In 2014 we spoke in front of the board seeking grants to help us expand our business with staff growth. It was partially this grant that helped us grow our kitchen staff so we could continue to develop our food program to as highly as it is seen today.

Beyond the two small businesses I own, Hunt + Alpine and Little Giant, I am actively involved in the growth of small business, the arts and community organizations. I believe being a good business owner means giving back to the community you are supported by.

Over the years I have volunteered my time with Planned Parenthood, Big Brothers Big Sisters of Southern Maine, Portland Downtown, Portland Museum of Art Contemporaries, and Creative Portland.

Before I opened Hunt + Alpine or Little Giant, I spent over a decade working as a writer and creative director in advertising. My experience there lead me to some of the most creative and well-known agencies in the world and is what brought me to Maine. It was through this work that I saw how successful brands position themselves in a competitive market, and has helped me with my own businesses and those of my clients.

I constantly feel so lucky to work and do business in this city that has been my home for over six years. Every day I am excited to participate in my community and strive to help others. Since opening Hunt + Alpine two of our former employees have left to open their own businesses and it's been an absolute pleasure to see them do so. I would love to continue working with this community by serving on the board of the PDC and helping shape our thriving businesses.

Thank you for your consideration,

Briana Volk

brianarocks@gmail.com

503-867-3043

4 Kenwood Street

Portland, ME 04102

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Briana B Volk

Owner/Creative Director

Little Giant

<http://littlegiantmaine.com>

The Portland Hunt + Alpine Club

<http://huntandalpineclub.com>

Founder/Director, New England Cocktail Conference

<http://newenglandcocktailconference.com>

Founding Vice President, United States Bartenders Guild Maine

Creative Director Portfolio

<http://brianarocks.com>

503-867-3043



**B Volk Resume.docx**

115K

Briana Volk

4 Kenwood Street • Portland, ME 04102  
(c) 503-867-3043 • brianarocks@gmail.com

## Experience

Owner / Creative Director, Portland Hunt + Alpine Club *2013-Present*

Since opening, my cocktail bar has been a two-time James Beard Foundation semi-finalist for 'Outstanding Bar Program' (2015 & 2017) and has been named one of the best bars in America by Bon Appétit, Eater, Thrillist and others. We serve cocktails and Scandinavian food seven days a week until 1am. Our first book is scheduled to be published in June 2018.

Owner / Creative Director, Little Giant *2016-Present*

Located in Portland's West End neighborhood, Little Giant is part corner store and part restaurant and bar. Open seven nights a week for dinner and brunch on weekends, Little Giant is a comfortable neighborhood spot for locals and visitors alike. Our bar program was named to Imbibe Magazine's 2017 Class of Imbibe 75.

Creative Director / Public Relations, Freelance *2013-Present*

Since leaving full time agency work, I have been working with local and regional clients helping them create, strengthen and promote their brands. My local clients include; Local 188, Salvage BBQ, Sonny's/Black Cow, UNION, New England Distilling, Bow Street, and Privateer Rum.

Prior to owning Hunt + Alpine and Little Giant, I spent over a decade working in advertising at some of the most creative and celebrated

agencies in the country, including the VIA Agency here in Portland and Wieden + Kennedy in Portland, Oregon. I wrote, directed and produced, commercials and short films. My work has been seen in film festivals around the country including SXSW, Santa Barbara Film Festival, and the PICA TBA Festival. My agency clients have included Nike, EA Sports, Coca Cola, Nokia, Klondike, Macaroni Grill, Bar Harbor Bank & Trust, and many more.

### **Volunteer, Boards & Awards**

Maine Magazine "50 Most Influential Mainers" *2015*

Founding Vice President, United States Bartenders Guild *2015-2017*

Board Member, Creative Portland *2016-Current*

# The Gray Firm, P A

September 13 2017

Appointments Committee Chairman,  
c/o City Clerk  
389 Congress Street  
Portland ME 04101

*Re: Application to become a member of the Zoning Board of Appeals*

Dear Chairman,

I wish to become a member of the Zoning Board of Appeals for the City of Portland. I enclose a résumé for your review.

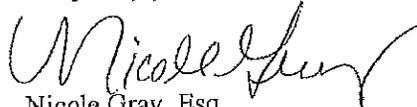
For three years I have practiced as principal attorney for The Gray Firm, a general law practice in Portland, Maine. I have drafted employment contracts, estate plans, an appellant's brief for the Law Court, as well as motions and other filings for litigation, including proposed findings of fact and conclusions of law for civil disputes. In addition have appeared before the Law Court, superior and district courts, and City Council for the City of Augusta.

Ultimately I would like to do legal and policy work for the state or federal government.

In 2013 I was judicial extern for the Maine Business and Consumer Court where I drafted judicial opinions in cases involving complex administrative law issues. One case involved the state employee retirement system, the other case involved technical issues in the construction of a wind farm that had come before a town planning board.

Given my general legal background to this point, as well as the more specific interests I have outlined, I believe I can be of value to the Board of Appeals.

Very truly yours,



Nicole Gray, Esq.

Enclosure

Nicole Gray, Esquire

97A Exchange Street, Suite 401  
Portland, Maine 04101

ngray@counselorgray.com  
www.counselorgray.com

Tel (207) 747 - 4394  
Fax (207) 747 - 5358

# Nicole Gray, Esquire

## CONTACT INFORMATION

The Gray Firm, P A  
97A Exchange Street, Suite 401, Portland, Maine 04101  
Tel (207) 747 - 4394 Fax (207) 747 - 5358  
ngray@counselorgray.com www.counselorgray.com

## BAR ADMISSIONS

State of Maine  
Commonwealth of Massachusetts  
United States District Court District of Maine

## LAW PRACTICE

The Gray Firm, P A, Portland, Maine  
**Principal Attorney**, September 2014 - Present  
The Gray Firm is a general law practice based in Portland, Maine. Represent clients in everyday legal matters such as landlord-tenant disputes, contract drafting, intellectual property licensing, and criminal and family law matters. Further represent clients in international business transactions, customs and trade, transport by sea and air, and international human rights law.

Delhaize America Shared Services Group, LLC, Scarborough, Maine  
**Associate Attorney**, October 2013 - June 2014  
**Legal Intern**, June 2011 - September 2013

Served as in-house counsel for a multi-national retail grocery chain conglomerate and Fortune 500 Company. Counseled internal business clients on commercial, intellectual property, privacy and contract law matters.

The Institute for Law and Development Policy, Geneva, Switzerland  
**Pro Bono Panel Member**, August 2014 - Present  
**Legal Advisor**, June 2013 - July 2014

Worked with Professor Charles Norchi, Co-Chair of the Institute drafting model legislation to govern foreign direct investment and natural resources development in under-developed countries.

## EDUCATION

The University of Maine School of Law, Portland, Maine  
**J.D.**, May 2013

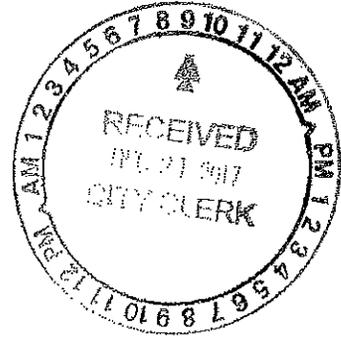
Faculty Scholastic Achievement Award for International Law  
CALI Excellence Award for Highest Grade in Commercial Law  
Research Assistant to Professor James Friedman: "Law and Terrorism" course  
Student law clerk to the Honorable Andrew M. Horton, Maine Business and Consumer Law Court

The University of Maine, Orono, Maine  
**B.A., Majors in Economics and International Affairs**, December 2009

## MEMBERSHIPS

Maine State Bar Association  
Massachusetts Bar Association  
American Bar Association  
Maine Trial Lawyers Association  
Maine Association of Criminal Defense Attorneys

David P. Silk  
1187 Westbrook Street  
Portland, Maine 04102-1928  
207 653-5144  
[dsilk207@gmail.com](mailto:dsilk207@gmail.com)



December 19, 2017

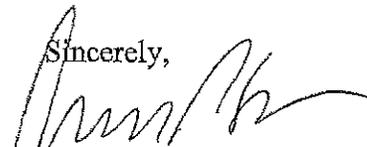
Appointments Committee Chair  
c/o Katherine L. Jones, City Clerk  
389 Congress Street  
Portland, ME 04101

Re: Vacancies, Planning Board

City Clerk Jones:

Please consider this letter to be my letter of interest to be considered for appointment to the Planning Board. Enclosed is my resume.

If you need more information regarding my experience and interest, please let me know. I look forward to being considered for the Planning Board position. Thank you very much.

Sincerely,  
  
David P. Silk

**DAVID P. SILK**  
1187 Westbrook Street  
Portland, Maine 04102-1928  
207 653-5144  
[dsilk207@gmail.com](mailto:dsilk207@gmail.com)

**WORK:** Practicing attorney at Curtis Thaxter LLC, Portland, Maine; member since 1992; joined firm in 1988

Associate at Murray, Plumb & Murray, Portland, Maine (1986-1988)

Law Clerk to Hon. Louis Scolnik, Associate Justice, Maine Supreme Judicial Court (1985-1986)

Former Outward Bound Instructor (Dartmouth Outward Bound Center, Hanover, NH)

**EDUCATION:** University of Maine School of Law, Portland, Maine  
*Cum Laude* (JD 1985) (recipient of the Faculty Scholastic Achievement Award - 1985); Production Editor, Maine Law Review.

Colby College, Waterville, Maine (B.S. 1981)

Newton North High School, Newton, MA (1976)

Mediating Disputes Program at the Harvard Negotiation Institute, Harvard Law School, Program on Negotiations, Cambridge, MA (2013)

Resolving Land Use Disputes, Lincoln Institute on Land Policy, Cambridge, MA (1996)

**COMMUNITY**

**INVOLVEMENT:** Present Member, Cumberland County Board of Assessment Review (2016 - ongoing)

Mediator, Maine Court Alternative Dispute Resolution Program (2015 - ongoing)

Former Chair and Member, City of Portland, Planning Board (2004 to 2013)

Former Chair and Member, City of Portland, Board of Assessment Review (1987 to 2004)

Former President and Board Member of the Children's Center, 721 Stevens Avenue, Portland, a not-for-profit early childhood development center (2000 to 2005) formerly operated by the University of New England

Present President and Board Member of Housing Initiatives of New England, Inc., Portland, a not-for-profit owner and developer of low income elderly housing in Maine and New Hampshire (1996 to present)

Former Officer and Board Member of the University of Maine School of Law Alumni Board (1992-1999)

Trustee of the Stroudwater Village Association, Portland Maine (2001-2004, 2016 - )

Former Deering Little League (baseball) coach (five years)

Former PAYSA (soccer) coach (nine years)

Maine High School Swim Official, Cumberland County Chapter (ongoing since 2014)

**PERSONAL:**

Resident of the City of Portland since 1981

AUSTIN K. SMITH

81 Rosemont Avenue, Portland, Maine 04103  
(207) 321-9006  
Acohan1@maine.rr.com

January 4, 2018

Appointment Committee Chairman  
c/o City Clerk  
389 Congress Street  
Portland, Maine 04101

Dear Sir/Madam:

I am writing and forwarding my resume in hope that I will be considered for a position on the Portland Planning Board.

As a Portland resident for the last 24 years I have witnessed many changes. While I am from away, there is no other place I would rather live. I think my perspective as a business owner, home owner and design professional could complement the board. It would be an honor to help in the process of shaping our city.

Thank you for your consideration.



Austin K. Smith

**AUSTIN K. SMITH**

81 Rosemont Avenue, Portland, Maine 04103  
(207) 321-9006 acohan1@maine.rr.com

**Work Experience:**

**SCOTT SIMONS ARCHITECTS**, Portland, Maine, 1994 to Present  
Principal / Owner  
Bigelow Laboratory Residence Project, East Boothbay, Maine  
Casco Bay Ferry Terminal Renovations & Addition,  
Portland Public Library Renovations & Additions;  
Waynflete School, Franklin Art Center, Portland, Maine  
Waynflete Lower School, Portland, Maine  
Borsage Education Center, Coastal Maine Botanical Gardens  
Brattleboro Music Center, Brattleboro, Vermont

**KYU SUNG WOO ARCHITECTS**, Cambridge, Massachusetts 1991 to 1994  
Project Architect:  
Whanki Museum, Seoul, Korea  
Harris Residence, Bridport, Vermont  
Soo An Dong Mixed Use Facility, Pusan, Korea

**UNIVERSITY OF NAIROBI**, Faculty of Architecture, 1989  
Lecturer: Third Year Architecture Studio,  
Lecturer in Landscape Architecture

**MOORE/WEINRICH ARCHITECTS**, Brunswick, Maine, 1985 to 1989  
Project Architect:  
Windham Public Safety Facility, Windham, Maine;  
Loring Short & Harmon General Offices and Distribution Center,  
Stratton K-8 School, Stratton, Maine

**ARTHUR COTTON MOORE ARCHITECTS** Washington, DC 1981 to 1984  
Staff Architect:  
Washington Harbor Mixed Use Facility, Washington, DC  
Phillips Collection Renovations and Addition, Washington, DC

**Education:**

**HARVARD UNIVERSITY** Graduate School of Design  
Master of Landscape Architecture

**MISSISSIPPI STATE UNIVERSITY**, School of Architecture  
Bachelor of Architecture

**Registrations:**

Registered Architect, State of Maine  
Registered Landscape Architect, State of Maine  
LEED Accredited Professional  
Maine Department of Transportation Local Project Administrator

**Public Service:**

Evergreen Cemetery Pilot Project  
Former Board Member: Architalx Lecture Series  
Former Board Member: Maine Chapter, American Institute of Architects  
Former Committee Member: Portland Police Citizen Review Board  
Portland Area Youth Soccer Association: Coach and Field Organizer  
Longfellow School Cultural Enrichment Committee



December 18, 2017

Ms. Katherine Jones, City Clerk  
City of Portland  
389 Congress Street  
Portland, ME 04101

**RE: Application for New Term/Continuation on the City of Portland Planning Board at Chair-Elect**

Dear Ms. Jones:

I would like to express my interest in applying for a term renewal on the City of Portland Planning Board as Chair-Elect starting on February 28, 2018. It has been my sincere pleasure to be a part of the Board and to work in concert with the city staff, the applicants, and the public during an extremely pivotal period in Portland's history. Having been part of the development of the Comprehensive Plan, I look forward to the important follow on work of altering our Land Use Code to reflect the new Comprehensive Plan and I would be honored to continue to serve as member of the City's Planning Board for another term as Chair-Elect.

Sincerely,

A handwritten signature in cursive script that reads 'Sean T. Dundon'.

Sean T Dundon  
5 Stratton Pl  
Portland, ME 04101  
(207) 415-8609 m



**SEAN T. DUNDON**

Principal, Co-Founder, & Director of Business Development  
Portland, ME  
[sdundon@blackstoneconsulting.com](mailto:sdundon@blackstoneconsulting.com)  
(207-415-8609)

**PROFESSIONAL SUMMARY:**

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Mr. Dundon is Co-founder of Blackstone and has over 25 years of technical and management experience in environmental and property condition due diligence, construction document review and monitoring, environmental site investigation and energy audits and benchmarking. Mr. Dundon has managed hundreds of multifamily, office, storage, distribution, hotel, and retail development and rehabilitation due diligence projects nationwide for equity position owners and lenders to assess their financial risks relating to energy efficiency, deferred maintenance, construction defects, and environmental liabilities.

As the Director of Business Development, Mr. Dundon is responsible for evaluation of new strategic business lines and acquiring and growing new business relationships in the commercial real estate industry including lenders, institutional investors, developers, and corporate real estate owners.

As a Principal, Mr. Dundon develops internal and external technical training content, social media strategy, and corporate marketing content. In addition, Mr. Dundon is responsible for talent acquisition strategy, retention, and establishing strategic subcontractor partnerships.

**SELECTED PROJECT EXPERIENCE:**

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- Managed over 1,000 due diligence assignments relating to Phase I Environmental Site Assessments, Property Condition Assessments, Construction Document Review, and Construction Monitoring for equity and debt clients.
- Managed constructability document review and construction progress monitoring of over 500 Low-Income Housing Tax Credit (LIHTC) development projects throughout the United States, the Caribbean, and Guam.
- Developed new business lines for energy auditing and benchmarking.
- Environmental due diligence assessments for acquisitions and divestitures for major equity funds, banking institutions, and legal clients relating to the printing, semiconductor, metal fabrication, and plastics industries.
- Risk-based corrective actions resulting in closure letters for major industrial facilities in Illinois, Ohio, Texas, and New Jersey.

- Brownfield site redevelopment, environmental site assessment, and institutional control advising.

#### **EDUCATION AND PROFESSIONAL AFFILIATIONS:**

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- Bryant College: Master of Business Administration, Finance Concentration
- DePaul University: Master of Business Administration, Finance Concentration (candidate)
- University of New Mexico: Master of Science in Nuclear Engineering (Health Physics)
- University of New Mexico, Waste Education Research Consortium: Certificate in Environmental Management
- University of Massachusetts at Amherst: Bachelor of Science in Public Health (Environmental Health)

Portland  
Maine

Yes. Google's good here.

**Katherine Jones** <klj@portlandmaine.gov>

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## Creative Portland Corporation board application

1 message

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**Lisa Bloss** <lisambloss@gmail.com> Wed, Dec 27, 2017 at 11:12 AM  
To: Katherine Jones <klj@portlandmaine.gov>

Dear Committee Chairman,

I would like to be considered for the Creative Portland Corporation board vacancy. I am interested in participating on this board because I want to be an active member of Portland's creative community. I have a design and research background. As you'll see on my attached resume I have extensive experience uncovering and synthesizing people's needs.

Portland's strong and diverse arts community is one of the reasons my husband and I chose to move here from Chicago 2 years ago. As a new Mainer I would like to be part of the conversation and planning for Portland's creative communities and help all of us become active participants in strengthening, stimulating and supporting our creative industries.

While living in Chicago I volunteered at the local park district performing a variety of duties, including setting up a fundraising event for a mural commission, painting faces at the Halloween Fest, and playing "bouncer" at the Easter egg hunts.

For the past 15 years my career has focused on understanding unmet needs and turning those findings into actionable insights. I feel my work experience and my desire to be an active member of the community will be an asset to Creative Portland Corporation.

I can be reached at [lisambloss@gmail.com](mailto:lisambloss@gmail.com) or 761-2580. I look forward to hearing from you.

Kind regards,

Lisa Bloss  
35 Washburn Ave  
Portland ME 04101



**blossresume2017.pdf**

66K

## Lisa Bloss

Portland, ME | [lisambloss@gmail.com](mailto:lisambloss@gmail.com) | 207-761-2580

### Work Experience

12.12 – Present *Senior Ethnographer*, Ultimate Software.

Hired as the first ever ethnographer at Ultimate. Collaborate across departments to define and prioritize research. Plan, recruit, conduct, analyze and synthesize national and international studies. Share findings with everyone from designers and software developers to VPs of Product, Sales and Innovation, tailoring presentations to the audience needs and attention spans. Evangelize real user needs internally and at customer and sales events.

04.09 – 05.12 *Senior Associate*, Conifer Research.

Led all aspects – from developing research materials to analysis to managing client relationships – of national and international ethnographic research projects in a variety of industries including entertainment, healthcare, consumer goods, technology and education. Worked with clients to identify key patterns and insights that led to new business and product opportunities. Communicated findings through written reports and formal presentations.

10.06 – 04.09 *Design Research Consultant*, Fit Associates.

Conducted primary and secondary research to reveal consumer needs for a variety of clients including enterprise software, medical equipment manufacturers and entertainment providers. Listened to and incorporated client needs into all aspects of the project. Provided analysis of all findings to create product development recommendations that met both the needs of the client and the consumer.

01.06 – 10.06 *Principal User Researcher, User-Centered Design (UCD)*, HSBC.

Held a short-term assignment in England to set up HSBC's first UK UCD team. Main objectives were to build and nurture relationships with key stakeholders as well as understand their needs; hire two staff members – one user experience architect and one interface designer; prioritize project work for the new team, and; work with an offshore company to evaluate how they could support the work of the UK UCD team.

05.04 – 01.06 *Manager, User Experience Architecture (UXA)*, HSBC.

Managed a team of 9 user experience architects in two different locations. Estimated and resourced projects for all HSBC business units, including international projects. Worked with the Interface Design Manager to unify the Design and UXA staff into one User-centered Design team. Set up a 5-member UCD team in Vancouver, Canada. Managed the Canadian team for 4 months while mentoring the manager-in-training. Built relationships and developed the proposal to set up the UCD team in the UK. Acted as an ambassador of UCD by presenting our practice and methodologies to all HSBC business unit partners.

07.02–05.04 *Senior User Experience Architect*, HSBC (formerly Household International).

Conducted primary and secondary research, prepared, conducted and evaluated usability studies for a variety of financial websites and staff-facing applications. Created user flows, wireframes and site maps to express recommendations for improvements.

09.01–07.02 *New Business Development Consultant*, McDonald's Corporation.

Prepared, conducted and analyzed user- and secondary-research to understand customer and non-customer responses to two new business ventures, one eventually became RedBox. Managed relationships with product design, marketing and branding firms. Worked in nearly every capacity (research, design, financial, logistics, manual labor) as part of an international team to launch the test ventures. This work was based in the Washington, D.C. area.

Summer 2000 + Summer 2001 *Strategic Design Associate*, IA Collaborative.

Conducted, analyzed, and synthesized user- and secondary-research to develop strategic design plans for the future use of a music space and for a self-represented litigant website. Produced a complete user experience site audit to create improvements for the second version of a financial web site. Constructed wireframes and user scenarios to demonstrate user experience improvements.

10.95–10.99 *Freelance Art Director*.

Worked with a variety of clients, including J. Walter Thompson, Ogilvy & Mather, and Blue Cross/Blue Shield on projects such as intranet design/architecture, corporate branding, and internal collateral pieces.

### Education

Master of Design – Human-Centered Design. Institute of Design-IIT, Chicago, Illinois.

Bachelor of Science, Honors in Art History. Illinois State University, Normal, Illinois.



Yes, Google's good here.

Katherine Jones <klj@portlandmaine.gov>

# Creative Portland Board of Directors

1 message

**Nicole Barna**

<nicolebarna1221@gmail.com>

To: klj@portlandmaine.gov

Sat, Dec 30, 2017 at 4:59

PM

*P.O. Box 1651  
Portland, ME 04101  
45 Summit Street  
South Portland  
physical address*

Hello,

I'd love to be considered as a board member of Creative Portland. I've worked in a creative and business leadership role in Greater Portland for over 15 years. I have a deep respect and interest in all forms of art in addition to a passion for the city of Portland to thrive. I feel I can bring value to the board through my ability to generate ideas and identify strategic opportunities. As an example, I played an influential role in getting the West Elm marketing team to select Creative Portland as a beneficiary of their Grand Opening event in Portland. And, in my role as Treasurer of the Ad Club of Maine, I proudly connected Portland Magazine, Circus Maine, Bayside Bowl, and many others to facilitate a mutually beneficial sponsorship agreement that allowed our organization to celebrate the creative community in April 2017 at The Brodersons.

I look forward to hearing from you,  
Nicole

--  
Nicole Barna  
nicolebarna1221@gmail.com  
207-450-5046 c

**NicoleBarnaResume.CreativePortland.12.17.pdf**

# NICOLE BARNA

EMAIL: nicolebarna1221@gmail.com  
CELL: 207-450-5046  
LINKEDIN: /in/nicolebarna

Home address -

## SUMMARY

### **Marketing Leader. Creative Collaborator. Results Ringleader.**

Entrepreneurial marketing professional with 15 years of progressive work experience including participation on the leadership team of an award-winning, national, experiential marketing and media agency in Maine I have demonstrated success managing and innovating integrated B2B, B2C, and B2B2C marketing projects for FORTUNE 500 companies.

## CAREER HISTORY

### **2015-2017**

#### **Advertising Director – Portland Magazine**

- Leads internal sales team to identify selling opportunities, strengthen existing advertiser relationships, and build new business. Increased annual sales by 6% in year-to-year comparison.

### **2013-2015**

#### **Senior Director – Local Marketing & Marketing – EMG3, Event Marketing Group**

- Led the strategic planning and launch of a cloud-based marketing platform for a national audience of 3,000+ independent McKesson pharmacy franchisees

### **2011-2013**

#### **Director – Client Services - EMG3, Event Marketing Group**

- Conceptualized, developed, and managed experiential marketing programs and mobile tours. Successfully orchestrated and led integrated marketing plans for multiple verticals- often incorporating events as anchors.

### **2004-2011**

#### **Operations - EMG3, Event Marketing Group**

- Managed the growth of company's operations department- including development of key partner relationships, team processes, organization planning, and policies. Oversaw the successful activation of multiple experiential marketing campaigns

### **2003-2011**

#### **Executive Assistant TV & Film Agency – SDB Partners**

- Supported three top film and television talent agents representing the careers of over 150 actors and actresses. Clients included Academy Award winner James Cromwell, Kaley Cuoco, Chris Pine, Alexa Vega and more.

## EDUCATION

FLORIDA STATE UNIVERSITY 1999 – 2002

Bachelor of Fine Arts; Cum laude

Film, Motion Picture, Television, & the Recording Arts

## CLIENT LIST

McKesson, Quest Diagnostics, MedPlus, Becton Dickinson, Lowe's, AutoNation, Abbott Diabetes Care, Abbott Nutrition, American Diabetes Association, GSK, Olympus, Hannaford Bros., Nestle Nutrition, Chevron, Patak's, LL Bean, Cramer-Krasselt

## EXPERIENCE

AIGA Member

Space Gallery Member

Treasurer -- Ad Club of Maine

## SKILLS

- Marketing Data, Analytics, & Strategy
- Strategic Planning, Budgeting, & Forecasting
- User Experience Design
- Creative Collaboration
- Team Management & Client Relationships
- Marketing, Media, & Social Media Planning
- Organizational Planning & Design
- Agile & Waterfall Project Management
- Product Roadmaps & Innovation
- Content Management, Presentation, & Media Production
- SaaS & CRM Products
- MS Office (Word, Excel, Powerpoint, Access, & Sharepoint)
- Adobe Creative Suite

January 2, 2018

To Whom It May Concern:

My name is Daniel McKrell and I am writing to express my interest in serving the city of Portland in one of the following three capacities (in order of preference): Fair Hearing Officer, Police Citizen Review Subcommittee, or Portland Housing Authority. My wife Amanda and I have resided in Portland for nearly six years, and we became first-time homebuyers when we purchased a home on Stevens Avenue in the spring of 2015. We also became parents here when our children Benjamin (3) and Rosemary (1) were born at Maine Medical Center. We've never seen a city that packs so much vibrancy into such a small footprint, and we delight in finding new ways to engage the city year-round.

I myself have been a careful student of Portland and its people from the moment we arrived here. I hold a degree in history from Grove City College, a liberal arts institution north of Pittsburgh, Pennsylvania, and I developed in my college years a diligent approach to problem-solving as well as a broad, enduring love for reading. Though I have spent most of my career working in medical device sales with global companies, I remain firmly convinced that a liberal arts education continues to be directly relevant to my work and to all work – especially in a self-governing society. Over time, this conviction has led me to see the importance of broad participation in government (especially local government), and this is why I'm applying for these roles.

When I considered how I might be useful to my fellow Portlanders, these three opportunities attracted my attention. To briefly elaborate:

1. Fair Hearing Officer: This is my top choice because I am inspired by the chance to ensure that our most vulnerable citizens are thoroughly heard according to law. All voices are equal before that law, but some need to be amplified in order to be heard. A fair hearing can serve as this amplification. I expect that the role will require patience and impartiality, and I believe that I am fit for the task.
2. Police Citizen Review Subcommittee: Trust in law enforcement is a bedrock concern in any city. I would approach this work seeking to encourage the people of Portland to maintain an active interest in and respect for the way the law is upheld.
3. Portland Housing Authority: Of these three roles, this posting included the least information about the position. However, I am thoroughly convinced that public housing administration merits the special focus and input of a diverse group of people. There is so much at stake for the vulnerable in our city, and I am prepared to devote myself to fairness and hard work in this arena.

The common bond between these three vacancies is their relationship to vulnerable segments of our city's population, and that's why each is attractive to me. I am a thoroughgoing people-person, and I've worked hard to cultivate in myself the patience, diligence and compassion required to serve well in any of these roles. As you consider the applicants, please remember me as eager to serve Portland and her people to the best of my ability. Thank you.

Best,

Daniel McKrell

# Daniel McKrell

61 Stevens Avenue, Portland, Maine 04102 / 207.358.9754  
daniel.mckrell@gmail.com / linkedin.com/in/danielmckrell

## Healthcare Sales

Closing large, complex opportunities while building meaningful relationships

### Professional Summary

- Experienced Territory Manager with a proven record of rapid business expansion
- Highly-developed relational skills in sales and consulting situations
- Excels at creating and maintaining multiple touch-points within a customer organization

### Accomplishments and Experience

#### **Territory Manager, Olympus America, Inc. (Nov 2015 – Present)**

- Presently at 150% to plan and on track for quota attainment in FY17/18
- Entrusted with developing a sales strategy specific to the geography
- Restored for the company several important relationships with key customers

#### **Account Representative, KARL STORZ Endoscopy-America (Mar 2012 – Oct 2015)**

- Exceeded quota in every full year (departed in Q4 at 150% YTD)
- Grew a three-state territory by 56% (2012), 62% (2013), and 41% (2014); outsold, in dollar volume, every major market north of Washington, D.C.
- Exponential yearly leadership growth: consistently hand-selected to attend national conventions, train and mentor new sales representatives, provide market strategy feedback to management, and produce product in-service videos

#### **Account Manager, Northern Litho/Urotherapies – Buffalo, NY (May 2009 – Feb 2012)**

- Managed a \$2 million territory from western PA to central NY
- Engineered a 13.5% gain in volume and a 10% gain in revenue in 2011
- Marketed capital investment opportunities to physicians within the guidelines prescribed by the Stark self-referral laws

### Education

#### **Grove City College – Grove City, PA**

- Graduated with a B.A. in History and a Business Management minor
- Inducted into the Grove City College History Honorary (Phi Alpha Theta)

### Interests

- Crewed aboard a 40' sailboat in the British Virgin Islands, March 2015
- Hiked a portion of the Via Francigena ("the road from France") in Tuscany, Sept. 2013
- Avid reader: 2017 sampling includes Dostoevsky, Miguel de Cervantes and C.S. Lewis

# MARPHEEN S. CHANN-BERRY

5 Verrill St. · Portland, Maine 04103

marpheen@chann.co

(202) 674-6411

## RELEVANT EXPERIENCE

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Professional and educational experience researching, analyzing, and interpreting statutes, regulations, administrative guidance, and policies and procedures from a variety of sources; managing and providing oversight of programs; and communicating effectively through writing and oral presentations.

## EDUCATION

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UNIVERSITY OF MAINE SCHOOL OF LAW, *Juris Doctor*, graduated May 2017

Focus: Administrative Law; State & Local Government; Property; Real Estate.

HOWARD UNIVERSITY SCHOOL OF LAW, *Visiting Student*, Spring 2017

Focus: Immigration Law; Refugee Law.

USM MUSKIE SCHOOL OF PUBLIC SERVICE, *Masters in Policy, Planning, and Management*, expected December 2017

UNIVERSITY OF SOUTHERN MAINE, *Bachelor of Arts with Honors, Political Science*, graduated May 2014

## PROFESSIONAL EXPERIENCE

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MAINE CENTER FOR ECONOMIC POLICY, Augusta, Maine  
*Campaign & Digital Communications Coordinator*, 07/2017 – Present

- Coordinate issue campaign strategies and communications to a variety of audiences, including the public, lawmakers, and allies as well as donors and foundations.

CHANN CONSULTING, Portland, Maine  
*Owner & New Media Strategy & Campaign Consultant*, 07/2012 – Present

- Established solo consulting practice and provided public relations and policy advice to state and local election candidates.
- Provided expertise on available website hosting platforms, online services, social media outreach and advertising.

CONSUMER FINANCIAL PROTECTION BUREAU, Washington, D.C.  
*Legal Intern & Program Assistant*, Office of Minority & Women Inclusion

Full Time, Volunteer (09/2016 – 12/2016); Full Time, Pathways Intern/CN-0999-30 / \$45,579.00 (06/2016 – 08/2016)

- Researched and drafted legal memorandum on diversity in Federal agency recruiting, hiring and workplace diversity and inclusion practices.
- Facilitated and drafted documents for discussions between employee council leaders and business units.
- Summarized responses from research interviews with mortgage industry leaders.
- Planned logistics for diversity and inclusion roundtable discussion with CFPB and mortgage industry leaders.
- Compiled data and reports for diversity and inclusion strategic planning meetings with business units.
- Briefed employees on new Bureau policy on resource groups and operational procedures to audience of 10.
- Reviewed employee submissions for compliance with Employee Resource Group Policy and Operational Procedure.
- Served as the point of contact for office's submissions under the Paper Work Reduction Act.

LAW OFFICE OF JOHN LEMIEUX, Portland, Maine  
*Legal & Marketing Assistant*, 06/2015 – 05/2016

- Researched case law, administrative rules and regulations, and statutes.

- Drafted various correspondences and documents including memos, wills, healthcare, financial directives, and Power-of-Attorney documents.
- Managed social media accounts and online presence.

**UNIVERSITY OF SOUTHERN MAINE, Portland, Maine**  
*Student Body Vice-President, 04/2013 – 04/2014*

- Built a coalition between the student government, local radio station, and student newspaper to host a forum on public education funding with a bipartisan group of state legislators.
- Advocated for solutions to student concerns including education funding, student loan debt, and student housing and parking issues before university committees and public entities.
- Supervised student government entities to ensure compliance with university policies, and state, local, and Federal laws.

**MAINE DEMOCRATIC PARTY, Portland, Maine**  
*Finance Intern, 07/2012 – 11/2012*

- Promoted organizational goals and solicited donations or sponsorships at community events, meetings, and conferences.
- Created and updated donor databases.
- Managed logistics for programs and events.

## **VOLUNTEER EXPERIENCE**

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- **MAINE YOUNG DEMOCRATS, *Minority Caucus Chair***, May 2015 – May 2016
- **MAINE ASSOCIATION FOR NEW AMERICANS, *Board Member***, June 2015 – May 2016

## **GRADUATE LEADERSHIP & EXTRACURRICULAR ACTIVITIES**

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- **MAINE LAW LGBT+ LAW & POLICY STUDENT ORGANIZATION, *Chair***, May 2015 – May 2016

## **UNDERGRADUATE LEADERSHIP & EXTRACURRICULAR ACTIVITIES**

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- **USM STUDENT GOVERNMENT ASSOCIATION, *Elections Commissioner***, Spring of 2014
- **USM COLLEGE DEMOCRATS, *Founder & Chair***, 2013-2014 Academic Year
- **USM STUDENT GOVERNMENT ASSOCIATION, *Student Senator***, 2012 – 2013 Academic Year
- **USM QUEER STRAIGHT ALLIANCE, *Co-Founder & President***, Spring 2011
- **PHI MU DELTA FRATERNITY, NI XI CHAPTER, *Chair of Public Relations***, December 2012 – May 2014

## **HONORS & AWARDS**

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- **PI SIGMA ALPHA POLITICAL SCIENCE NATIONAL HONORS SOCIETY**, Awarded Spring 2013
- **EXTRAORDINARY INNOVATIVE LEADERSHIP AWARD**, Awarded in Spring 2014
- **DEANS LIST**, Fall 2011, Fall 2012, Summer 2013, Fall 2013, and Fall 2014
- **USM LEADERSHIP RECOGNITION DOGPOUND**, February 2011, November 2013, and February 2014 for contributions to campus life and leadership

Order 155-17/18  
Tab 2-21-18

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 CONSTABLES FOR 2018**  
**RE: PERMITTING AND INSPECTIONS DEPARTMENT**

**ORDERED**, that Kevin Hanscombe, Matt Sarapas, James Fahey, Jason Duval, Tom Williams and Gordon "Eric" Cobb of the Permitting and Inspections Department are hereby appointed as constables for the remaining calendar year 2018; and

**BE IT FURTHER ORDERED**, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2018; and

**BE IT FURTHER ORDERED**, that these appointments are made pursuant to Sections 20-19 and 20-19.5, Portland City Code, and Kevin Hanscombe, Matt Sarapas, James Fahey, Jason Duval, Tom Williams and Gordon "Eric" Cobb are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets.

**MEMORANDUM**  
**City Council Agenda Item**

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

**FROM:** Mike Russell, Director of Permitting and Inspections Department

**DATE:** January 26, 2017

**SUBJECT:** Appointment of Additional Constables for 2018

**SPONSOR:** Jon P. Jennings, City Manager

**(If sponsored by a Council committee, include the date the committee met and the results of the vote.)**

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
1<sup>st</sup> reading \_\_\_\_\_ Final Action February 21, 2018

**Can action be taken at a later date:** \_\_\_ Yes \_\_\_ **X** No **(If no why not?)**  
Additional constables need to be appointed for 2018.

**PRESENTATION: (List the presenter(s), type and length of presentation) None.**

**I. ONE SENTENCE SUMMARY**

This order appoints additional constables from the Permitting and Inspections Department for 2018.

**II. AGENDA DESCRIPTION**

This order appoints additional constables from the Permitting and Inspections Department for 2018. They are Kevin Hanscombe, Matt Sarapas, James Fahey, Jason Duval, Tom Williams and Gordon "Eric" Cobb.

The Permitting and Inspections Department enforces City Code provisions for business licensing, rental housing, building, electrical and plumbing codes. In accordance with Maine law, certain documents can only be served by a Constable or Sheriff. These additional constables would enforce City Code provisions specific to food service establishments and rental housing.

These appointments are effective through December 31, 2018, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. These constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets.

**III. BACKGROUND**

N/A

**IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

Enforcement of City Code.

**V. FINANCIAL IMPACT**

Some revenue is brought in to the City from fines.

**VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION**

N/A

**VII. RECOMMENDATION**

The appointment order has been reviewed by Corporation Counsel and is approved as to form.

**VIII. LIST ATTACHMENTS**

Order Appointing Constables for the Department of Permitting and Inspections

Prepared by: Michael Russell

Date: January 26, 2018

Order 156-17/18  
Tab 6 2-21-18

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 APRIL 22, 2018 THROUGH OCTOBER 31, 2018**  
**THE IN THE SQUARE FESTIVAL**

**ORDERED**, that the period beginning April 22, 2018 and ending on October 31, 2018 is hereby declared to be the In the Square Festival, sponsored by the Friends of Congress Square Park; and

**BE IT FURTHER ORDERED**, that the In the Square Festival area, which is Congress Square Park and adjoining sidewalks of Congress and High streets, shall be closed to licensed street vendors on the days of scheduled In the Square Festival events as provided in §19-17 of the City Code; and

**BE IT FURTHER ORDERED**, that vehicles in violation of “no parking” signs in the spaces next to the adjacent sidewalks shall be towed at owner’s expense; and

**BE IT FURTHER ORDERED**, that the City Manager is authorized to issue a revocable permit to Friends of Congress Square Park under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Friends of Congress Square Park shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. The Friends of Congress Square Park shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area;
3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Public Assembly Facilities

Division shall be adhered to;

4. The Friends of Congress Square Park shall have sole authority over which vendors may participate in the festival during the scheduled events. The Friends of Congress Square Park may charge a fee to those vendors chosen by the Friends to operate at the In the Square Festival;
5. The Public Assembly Facility Division permit fees for the use of Congress Square are waived, but other fees to city departments may be due. 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 Organizer has agreed shall participate, including an annual concert license fee; and
6. If a proposed event requires the assistance of city staff, the Friends of Congress Square Park will hire and pay for that city staff assistance; and
7. Any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 92 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level; 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 &amp; Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager  
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management  
DATE: Feb. 2, 2018  
RE: **Council Agenda Item – Friends of Congress Square Park  
“In the Square Festival”**

---

I am requesting that the following order be placed on  
the next City Council agenda (Wed. Feb. 21):

**Order declaring Friends of Congress Square Park “In the Square Festival”  
as a weekly festival event: April 22 – October 31, 2018.**

---

Since 2014, the Friends of Congress Square Park have scheduled and organized on-going events for Congress Square Park. Last year's events were very well received by the public. Visitor attendance to the park has increased dramatically since the friends began organizing events there; organizers estimate 80,000+ people have enjoyed the programming there since its inception in 2014.

This year the Friends of Congress Square Park have again submitted a request to organize and host events at the park (titled: “In the Square Festival”). The event season (Spring, Summer & Fall) will include a wide variety of community activities such as art interactions, dance performances, live music, films and community gatherings. Most events will be held on Wednesday, Friday & Saturdays (with some Sundays being used: Movies in the Park). A complete calendar of events will be published by April 1st. Dances and concerts at the park will end by 9pm. The Friends of Congress Square Park - through the city's Public Assembly Facilities Division, will work with other groups during this time so that other agencies and events, other than FoCSP organized activities, may take place in the park.

Funds for running the “In the Square Festival” will come directly from fundraising efforts by the Friends of Congress Square Park. There is no admission charge to the events: concerts and activities/events are free to the public.

The festival zone for the “In the Square Festival” is all of Congress Square Park and the sidewalks bordering the park (Congress Street & High Street sidewalks).

The Order should include the following items:

Friends of Congress Square Park “In the Square Festival” be authorized for Spring, Summer & Fall (April 22 – October 31, 2018), at Congress Square Park area.

(continued)



Sally L. DeLuca

Director

Department of Parks, Recreation &amp; Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

This festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers for the purpose of conducting the "In the Square Festival," subject to the direction and control of the City Manager.

In order to hold the events on city property, some areas of the parking lane on Congress Street (directly beside the park), need to be posted "No Parking" on event days. Vehicles in violation of the "No Parking" signs shall be towed at owner's expense.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Friends of Congress Square Park for the use of the above-described area for said Festival subject to the following conditions:

- The Friends of Congress Square Park shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "In the Square Festival", and the City be endorsed on the policy;
- The Friends of Congress Square Park shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the "In the Square Festival;"
- Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;
- Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
- Any and all amplified music/public announcements shall be maintained at a reasonable level (under 92dBs) and be configured by the event organizer to focus volume away from residential housing and neighboring businesses, limiting any sound impacts in the area; and
- Public Assembly Facility Division permit fees for use of the area are waived; other fees to city departments may be due (as specified in the 2015 Memorandum of Understanding between City of Portland and Friends of Congress Square Park).

(continued)

Portland, Maine



Yes. Life's good here.

Sally L. DeLuca

Director

Department of Parks, Recreation & Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PAFD Event Coordinator

order 157-17/18  
Tab 7 2-21-18

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 THE FRIENDS OF EASTERN PROMENADE 2018  
SUMMER COMMUNITY CONCERT SERIES FESTIVAL**

**ORDERED**, that Thursday evenings from 5:00 p.m. to 9:00 p.m. from July 12, 2018 through August 30, 2018 is hereby declared to be the 2018 Summer Community Concert Series Festival, sponsored by The Friends of Eastern Promenade; and

**BE IT FURTHER ORDERED**, that the 2018 Summer Community Concert Series Festival area shall be Fort Allen Park, the sidewalks bordering the park, the park road and the parking spaces bordering the park; and

**BE IT FURTHER ORDERED**, that the Fort Allen Park road may be closed to traffic during the evenings from 5:00 p.m. to 9:00 p.m. from July 12, 2018 through August 30, 2018, and areas of the Fort Allen Park parking lot and parking spaces bordering the park and on the Eastern Promenade may be posted "No Parking" on Festival evenings; 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 2018 Summer Community Concert Series Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

**BE IT FURTHER ORDERED**, that the City Manager is authorized to issue a revocable permit to The Friends of Eastern Promenade under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Friends of Eastern Promenade shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. The Friends of Eastern Promenade shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area;
3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued by the Public Assembly Facilities Division shall be adhered to;
4. The Friends of Eastern Promenade shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the 2018 Summer Community Concert Series;
5. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and concert licenses for the Festival to those vendors The Friends of Eastern Promenade has agreed shall participate;
6. Public Assembly Facilities Division permits fees are waived, but other fees to other city departments may be due to the city; and
7. Any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 92 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level; 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 Portland 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

Andrew J. Downs  
Director  
Public Assembly Facilities Division

TO: Jon Jennings, City Manager  
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management  
DATE: Feb. 2, 2018  
RE: **Council Agenda Item – Friends of Eastern Promenade “2018 Summer Community Concert Series”**

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I am requesting that the following order be placed on the next City Council agenda (Wed. Feb. 21):

**Order declaring “Friends of Eastern Promenade 2018 Summer Community Concert Series” as a weekly festival event: every Thursday evening, July 12 – August 30, 2018, 5 – 9pm.**

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For many decades, the city organized and sponsored a weekly, summer concert series at Fort Allen Park, with assistance from the Friends of Eastern Promenade. Since 2017, the Friends of Eastern Promenade have completely taken over the series. For 2018, 8 concerts will be held at the Fort Allen Park Gazebo Bandstand, Thursday evenings (July 12 – August 30, 6:30 – 7:30pm). Styles of music will include: jazz, rock, blues, folk, and marching tunes (Chandler’s Community Band). At each concert, a variety of Food Trucks will be on site to sell refreshments and dinner to spectators. During some of the concerts, the park roadway may need to be closed down to vehicles. Funds for running the concert series will come mainly from fundraising efforts by the Friends of Eastern Promenade; the city will fund 2 of the concerts via The Willey Trust and the Betty Winterhalder Trust (city’s gift catalog). Attendance at the concerts is usually 500+ people. There is no admission charge to the concerts: concerts are free to the public.

The festival zone for the concert series is all of Fort Allen Park, sidewalks bordering the park, the park roadway, and parking spaces on the Eastern Prom, directly beside and bordering the park.

The Order should include the following items:

Friends of Eastern Promenade 2018 Summer Community Concert Series Festival be authorized for Thursday evenings, July 12 – August 30, 5 – 9pm, at the Eastern Prom, Fort Allen Park area.

This festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers for the purpose of conducting the Summer Community Concert Series, subject to the direction and control of the City Manager.

(continued)



Sally L. DeLuca  
Director  
Department of Parks, Recreation & Facilities

Andrew J. Downs  
Director  
Public Assembly Facilities Division

In order to hold the event on city property, some areas of the parking lot at Fort Allen Park and some parking spaces on the Eastern Prom roadway need to be posted "No Parking" on concert days. Vehicles in violation of the "No Parking" signs shall be towed at owner's expense.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Friends of Eastern Promenade for the use of the above-described area for said Festival subject to the following conditions:

- The Friends of Eastern Promenade shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "Summer Community Concert Series" activities, and the City be endorsed on the policy;
- Summer Community Concert Series organizers shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the Summer Community Concert Series;
- Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;
- Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
- Any and all amplified music/public announcements shall be maintained at a reasonable level (under 92dBs) and be configured by the event organizer to focus volume away from residential housing, limiting any sound impacts to neighbors nearby; and
- Public Assembly Facility Division permit fees for use of the area are waived; other fees to city departments may be due.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, PAFD Event Coordinator



FRIENDS  
of the  
EASTERN PROMENADE

## Proposal for 2018 Summer Community Concert Series

Friends of the Eastern Promenade (“FoEP”) respectfully requests the City of Portland (“City”) to issue a “festival designation” for its 2018 Summer Community Concert Series (“SCCS”) at Fort Allen Park.

The SCCS will be held every Thursday evening from 5:00 p.m. to 9:00 p.m. during July and August, beginning July 12, 2018.

FoEP responsibilities shall include:

- Selection and contracting with bands;
- Selection of food trucks licensed by the City;
- Submission of a Public Park and Space Application;
- Obtaining a certificate of insurance covering all FoEP events and naming the City as an additional insured;
- Crediting of the City, the Willey Trust and the Betty Winterhalder Trust in all of its promotional materials;
- Posting No Parking signs before each concert and removing them after the concerts.

FoEP requests the following support from the City for SCCS:

- Waiver of any permit fees;
- Provision and payment for one porta potty per concert;
- Provision of No Parking signs;
- Listing of concerts on the City’s website with the FoEP logo and a link to the FoEP website;
- Provision of barricades, as requested, in order to close the horseshoe drive;
- Payment from the Willey Trust for the Chandler’s Band performance, as well as supplying the sound system, 15 chairs, and any other costs associated with this performance;
- Payment of \$500 from the Betty Winterhalder Trust to cover one concert.

### Board of Directors

Brandon Mazer  
President

Aynne Doll  
Vice President

Nan Cumming  
Secretary

Courtney Francis  
Treasurer

—

Zack Anchors

Heather Ashby

Katie Brown

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Matthew Kennedy

Joyce Knight

Turner Kruysman

Molly McCarthy

Mary Noyes

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Lindsay Rowe Scala

Carolyn Young



Order 158-17/18  
Tab 8 2-21-18

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 13 TO JULY 29, 2018 THE  
EURYDICE IN THE PARK FESTIVAL**

**ORDERED**, that July 13, 2018 to July 29, 2018 is hereby declared to be the Eurydice in the Park Festival, sponsored by the Fenix Theatre Company, a non-profit Company, doing business as Fenix Theatre Company; and

**BE IT FURTHER ORDERED**, that the Eurydice in the Park Festival area shall be the Deering Oaks reflecting pool and ravine area and surrounding grass areas, the grass area surrounding the bandstand and Farmers' Market Roadway; and

**BE IT FURTHER ORDERED**, that Fenix Theatre Company is scheduled to hold performances on Friday, Saturday and Sunday evenings (except July 28) from 6:30 to 8:00 p.m. at the Deering Oaks Park ravine and reflecting pool and surrounding grass areas, and will also rehearse July 9 to 12; and

**BE IT FURTHER ORDERED**, that the Eurydice in the Park 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 Manager is authorized to issue a revocable permit to Fenix Theatre Company under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager or the Acting City Manager and to the following specific conditions:

1. Fenix Theatre Company shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Fenix Theatre Company shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area;

3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Public Assembly Facilities Division shall be adhered to;
4. The Public Assembly Facilities Division permit fee is waived, and electricity shall be provided without charge by the City, which is a co-sponsor of the Eurydice in the Park Festival;
5. Fenix Theatre Company shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Eurydice in the Park Festival;
6. Any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 92 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level; and
7. In addition, 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 Fenix Theatre Company 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

Andrew J. Downs  
Director  
Public Assembly Facilities Division

TO: Jon Jennings, City Manager  
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management  
DATE: Feb. 2, 2018  
RE: **Council Agenda Item – Fenix Theatre Company's 2018 "Eurydice in the Park"**

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I am requesting that the following order be placed on  
the next City Council agenda (Wed. Feb. 21):

**Order declaring Fenix Theatre Company's "Eurydice in the Park," running  
Friday, Saturday & Sunday evenings (July 13 through 29, 2018 - excluding July 28)  
at Deering Oaks Park, as a festival.**

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The Fenix Theatre Company has requested use of Deering Oaks Park so that they may bring back their summer theatre performances to Portland for the 11<sup>th</sup> year. In the past, they have typically presented works by Shakespeare, but following the success of last summer's production of the Chekhov play, "Three Sisters," they have decided to embrace change. This summer, they will present "Eurydice," – a modern play rooted in Greek mythology by Sarah Ruhl. (I.E. the title of the series: Eurydice in the Park..!)

The City's Parks, Recreation & Facilities Management Dept. is a co-sponsor of the performances. These will be family-friendly performances. Schedule as follows: Fridays, Saturdays & Sundays, 6:30-8pm (except Saturday July 28) - July 13, 14, 15, 20, 21, 22, 27, and 29. These performances are to be staged at the Oaks Reflecting Pool & Ravine area and surrounding grass areas. There is no admission fee charged, but donations will be accepted. 150 People are expected at each performance. The July 28 performance will be held at Congress Square Park.

A simple set will be used. PA system will be used.

Rehearsals are scheduled for July 9-12 (other areas of the park will be utilized if the Ravine & Reflecting Pool areas are being used).

Friends of Deering Oaks has endorsed the festival.

The festival zone for the performance series is Deering Oaks Park Ravine & Reflecting Pool areas, **grass areas bordering the bandstand**, and Farmers Market Roadway. This festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of festival organizers for the purpose of conducting the "Eurydice in the Park" Performance Series, subject to the direction and control of the City Manager.

(continued)



Sally L. DeLuca  
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs  
Director

Public Assembly Facilities Division

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Fenix Theatre Company for the use of the above-described area for said Festival subject to the following conditions:

- Fenix Theatre Company shall indemnify the city and hold it harmless from and against all claims arising out of activities during said events, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the performances and activities;
- Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
- Fenix Theatre Company shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the festival;
- Any and all amplified music/public announcements shall be maintained at a reasonable level (under 92dBs) and be configured by the event organizer to focus volume away from residential housing and neighboring businesses, limiting any sound impacts in the area;
- Public Assembly Facility Division permit fees for use of the area are waived (Parks, Recreation & Facilities Management Dept. is a co-sponsor of the event); and
- Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to.

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Ted Musgrave, Event Coordinator  
Public Assembly Facilities Division



**CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION  
PUBLIC PARK & SPACE APPLICATION (4 pages)**  
212 Canco Rd. ~ Portland ~ ME ~ 04103  
207-808-5400 x0  
Ted Musgrave tvn@portlandmaine.gov

**For uses of city property, there are typically: 1. fees charged for use of the area  
2. a security deposit required 3. insurance required  
(There may be fees due and applications required from other City Departments)**

<b>TODAY'S DATE</b>		1/23/2018 Revised: 1-23	<b>ORGANIZATION NAME</b>		Fenix Theatre Company				
<b>ORGANIZATION ADDRESS</b>			Woodmoor Rd	<b>CITY</b>	So Portland	<b>STATE</b>	ME	<b>ZIP</b>	04106
<b>CONTACT NAME(S)</b>		Robert Cameron		<b>TITLE</b>		Artistic Director			
<b>HOME #</b>	<b>WORK</b>			<b>CELL</b>	<b>FAX</b>				
<b>EMAIL</b>				<b>EMAIL</b>	rob@fenixtheatre.com				

<b>PARK AREA OR PUBLIC SPACE REQUESTED</b>		Deering Oaks Ravine Wading Pool + grass areas nearby					
<b>EVENT DAY &amp; DATE(S)</b>		Dress Rehearsals: Monday July 9 <sup>th</sup> – Thursday July 12 <sup>th</sup> . Performances: Fri, Sat and Sun evenings July 13 – 29, 2018 <b>NOT July 28 – as that is Festival of Nations Day</b>		<b>RAIN DAY &amp; DATE(S)</b> (50% added fee)		TBD	
<b>EVENT START TIME</b> (i.e. set-up start time)	6pm	<b>EVENT END TIME</b> (i.e. when event cleanup is complete)	8:30pm	<b>ACTUAL START &amp; END TIME OF EVENT</b>		6:30pm - 8:00pm	

<b>EVENT NAME</b>		<b>EXPECTED ATTENDANCE</b>
"Eurydice" by Sarah Ruhl		100 per performance.

**DESCRIPTION OF EVENT:** Please be specific regarding area of public space/park and describe Event in detail.

No charge to audience, however, donations (pass the hat) accepted.  
Play will take place in and around reflecting pool area of Deering Oaks. Audience will be seated on gentle hills around the playing area, actors in the reflecting pool and the area surrounding it as well as performing in and among the audience.  
**Organizer has asked that water STAY in the reflecting pool until end of show each night (jets shut off though).**  
Audience will bring their own chairs and blankets.  
Small PA system to be used. ELEC needed. (KEY may need to be borrowed) Table and props.  
Organizer would like vehicle access to Farmers Market Rd (for dropping off supplies, etc.).  
**Performance cannot take place on SAT July 28 – as that is Festival of Nations Day at the Oaks.**

<b>IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?</b> Donations accepted	Please check: _____ FEE _____ PLEDGES
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**WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?**  
*Parking has traditionally not been an issue for our shows in the park.*

**PLEASE CHECK OFF AND ANSWER:**  
PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s)? (canopy is 10x10 size) How many:		X	
* Do you wish to set up a tent(s)? A canopy or tent larger than 10x10 needs to be		X	
Will you be setting up tables and/or chairs? How many tables: chairs:	X ONE TABLE FOR SOUND BOARD AND CHAIR FOR STAGE MANAGER.		

*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:		X	
*	Will there be <b>refreshments</b> at the event?		X	
*	Do you wish to sell <b>non-food items</b> (like T-shirts, crafts, cd's, etc.)?		X	
*	Are you setting up a <b>PA (sound) system</b> ? Are you planning on having <b>Amplified Music? Band? DJ? Boom Box?</b> If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.		X	<b>WE WOULD LIKE TO USE MICS TO AMPLIFY ACTOR'S VOICES</b>
*	Will your event require <b>electricity</b> ? Electricity is available at some of the parks &		X	
*	Are you planning on bringing a <b>Grill for a Barbecue</b> ?		X	
*	Will the event require <b>reserved parking spaces / parking meters</b> ? How many? "No Parking" signs may be purchased at PAFD Office, 212 Canco Rd.		X	
*	Will your event need <b>safety vests, signs, barricades and/or cones</b> ? Please list what you would like to borrow/rent: A few orange vests and cones may usually be borrowed/rented from PAFD Office. Barricades and signs are borrowed/rented from Public Works, Customer Service.		X	
*	Will your event require <b>street closures</b> ? (Please be specific under "Description of		X	
*	Will your event require <b>Police assistance</b> ? An event such as a road race, march or		X	
*	Will your event require <b>Fire/EMS assistance</b> ? (For a large walk/race, it is		X	
*	Will your event require <b>porta-restroom rental(s)</b> or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated.		X	<b>PORTA-RESTROOM DONATION WOULD BE VERY MUCH APPRECIATED.</b>

#### INSURANCE CERTIFICATE INFORMATION

*	Will your event require <b>liability Insurance</b> ? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)		X	
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If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, 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. The terms of this permit and the insurance coverage 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. You shall also be responsible for any and all deductibles and/or self-insured retentions.

◆ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to [tvm@portlandmaine.gov](mailto:tvm@portlandmaine.gov) and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

## PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

### ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

### PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (\*Deering Oaks Park – Playground + Ravine). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to PAFD). If extra units are rented by organizer, then no additional user fee is assessed. Restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

### TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

### MARKING OF GROUNDS

Event Organizers must not use Spray Paint or Spray Chalk when marking city property. Children's Art Chalk can be used with permission from PAFD Office.

**ADA COMPLIANCE**

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

**PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES**

PAFD has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

**SMOKE-FREE ZONES**

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

**NOTIFICATION**

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

**REVOCABLE PERMIT**

- ◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ◆ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	RC	DATE	1/23/18
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**ASSUMPTION OF RISK & LIABILITY**

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	RC	DATE	1/23/18
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**FEE SCHEDULE – UPDATED JULY 1, 2015**

**Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.**

Simple Event (no registration fee): \$50/hour Event with registration or pledges & attendance 25 – 300: \$100/hr Event with registration or pledges & attendance 301+: \$200/hr Public Space/Park Security Deposit/Sound Security Deposit: \$100-\$1000	Impact/Street Closure Fee (variable based on impact): \$0-\$500 Admin/Staff Fee (support for events): \$30/hour or more. Porta Restroom User Fee (if attendance is 150+): \$25
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**CREDIT CARD INFORMATION**

Visa or MasterCard Number		Exp Date (Mon/Yr)	
<b>CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED</b>			

**PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"**

- ◆ Please make out security deposit checks separate from permit fees.

**TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)**

Permit Fee for use of area: \$50 - \$200 per hour (i.e. a 3 hour event at \$50 totals \$150) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable) Number of Hours of Use: <b>Approx.</b>	\$ N/A PR&FM co-sponsor	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$
		Single Concert (Amplified Sound) License Fee (\$36 per event - if applicable)	\$
Admin/Staff Fee (support for events): \$30/hour	\$	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ 100 due
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee: \$25, etc.)	\$
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$	NP Signs: \$1 / \$15 each Cone Rental: \$2 each Barricade Rental: \$5 each Bike Rack: \$10 each	\$

**FOR OFFICE USE ONLY**

DATE REC'D APPLICATION	1-23-2018	DATE REC'D INSURANCE	<b>need</b>	PERMIT FEE AMT REC'D	<b>\$ waived</b>	SECURITY DEPOSIT	<b>\$ need</b>
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

Order 159-17/18  
Tab 9 2-21-18

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 14, 2018  
THE DANCE MILE PORTLAND 2018 FESTIVAL**

**ORDERED**, that July 14, 2018 is hereby declared to be the Dance Mile Portland 2018 Festival, sponsored by Next Decibel, LLC; and

**BE IT FURTHER ORDERED**, that the Dance Mile Portland 2018 Festival area shall be Lincoln Park, adjacent sidewalks, Congress Street and Federal Street parking spots along Lincoln Park and the Parade Route down Pearl Street from Lincoln Park, right on Commercial Street, right on Union Street, right on Temple Street and right on Federal Street back to Lincoln Park; and

**BE IT FURTHER ORDERED**, that one traffic lane of the Parade Route shall be closed to traffic during the parade from 6:30 p.m. to 7:30 p.m. on July 14, 2018; and

**BE IT FURTHER ORDERED**, that vehicles in violation of the "no parking" signs in the Festival Area (on Federal Street and Congress Street) shall be towed at owner's expense; and

**BE IT FURTHER ORDERED**, that admission to the Dance Mile Portland 2018 Festival inside the Festival Area shall be charged by the Next Decibel, LLC; and

**BE IT FURTHER ORDERED**, that the Dance Mile Portland 2018 Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

**BE IT FURTHER ORDERED**, that the City Manager is authorized to issue a revocable permit to Next Decibel, LLC under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. Next Decibel, LLC shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Next

Decibel, LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area;
3. Next Decibel, LLC shall be responsible for all fees for a permit issued from the Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;
4. Next Decibel, LLC shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the Dance Mile Portland 2018 Festival;
5. Next Decibel, LLC shall reimburse the City for any staff time required to assist with the Festival, including Police Department assistance with the parade, and shall also be responsible for all trash clean-up and for providing a Park Security Deposit to the Public Assembly Facilities Division;
6. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and concert licenses for the Festival to those vendors the Next Decibel, LLC has agreed shall participate; and
7. Any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 92 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level, and Decibel, LLC shall provide a Noise Control Security Deposit to the Public Assembly Facilities Division; 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 Portland 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 &amp; Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager  
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management  
DATE: Feb. 2, 2018  
RE: **Council Agenda Item – “Dance Mile Portland 2018” Festival**

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I am requesting that the following order be placed on the next City Council agenda (Wednesday, February 21):

**Order declaring Saturday, July 14, 2018 as "Dance Mile Portland 2018," a festival to be held at Lincoln Park (4pm - 8pm), which includes a 1-mile dance parade/walk that starts & ends in the park.**

---

Dance Mile is a festival organized by co-founders, Pat Hackleman and Will Thomas; this would be the 6<sup>th</sup> annual. Last year's Dance Mile parade did not utilize Lincoln Park due to construction, but now that renovation work is complete, organizers would like to return to Lincoln Park. A large portion of the park will be partitioned off with bicycle racks; a smaller portion on the Franklin Street side of the park will still be available to the public.

The festival will include a "vendor village" within the park (t-shirts and noise makers for the event sold there). A DJ with PA system on a flatbed truck, parked on the sidewalk within the park, will play light-volume (pre-recorded) music during the registration period (4-6pm). More lively music will be played from 6-6:30pm in conjunction with a ZUMBA workout prior to the parade start.

The parade in the street – DJ and music on a truck leading the parade – will begin at 6:30pm. Upon returning to Lincoln Park, light-volume, "cool-down" music will be played from (approx.) 7:30-7:45pm. There is a fee (\$20-\$25) to participate in the event.

Overall attendance for the day is anticipated at 750 people. Friends of Lincoln Park have endorsed the event.

Setup for the festival begins at 1:00pm. Organizers will be cleaned up and out of the park by 8:00pm. Canopies, tables and chairs will be set up on the grass as well as a small stage. Electricity at the park may be needed. Organizer will rent porta-restrooms.

In order for this festival to be held, some reserved parking is needed on Federal Street and Congress Street (beside Lincoln Park).

(continued)



Sally L. DeLuca

Director

Department of Parks, Recreation &amp; Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

**Parade Route:** The parade will exit out of the park onto Pearl Street, and continue south down the street (both lanes of Pearl Street will be closed to vehicles), turns right onto Commercial Street (using west side of street only), turns right onto Union Street (taking up both lanes of the street) – continuing straight onto Temple Street (using both lanes of the street), turns right onto Federal Street (using both lanes), continuing east, and finishes back at Lincoln Park.

Organizers will need to hire 2 Police Officers & at least 3 Parking Control Officers to cover the parade route. One Police Cruiser will lead the Dance Mile, one will sweep/follow. PCO's & Volunteers will be stationed throughout the parade route (which would include side streets as well as large parking lots exits, parking garage exits, and hotel parking exits). Volunteers marching with the parade, are also with the "dancers" from start to finish.

The Festival area (Lincoln Park itself and the abutting sidewalks as well as Congress Street Parking Lane and Federal Street Parking Lane beside the park, in addition to the parade route itself) will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and is reserved for Dance Mile organizers, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Dance Mile Festival organizers for the use of the above-described area for said Festival, subject to the following conditions:

- The Dance Mile Festival organizers, Pat Hackleman and Will Thomas, shall reimburse the City for all expenses incurred by City Departments for said Festival;
- The Dance Mile Festival organizers shall take steps to ensure any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound, be maintained at a reasonable level and be configured by organizers to create the least amount of noise disturbance to area residents;
- The Dance Mile Festival organizers agree to leave a Noise Control Security Deposit on file at the PAFD Office;
- The Dance Mile Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit on file at the PAFD Office;
- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival;

(continued)



Sally L. DeLuca

Director

Department of Parks, Recreation &amp; Facilities

Andrew J. Downs

Director

Public Assembly Facilities Division

- The Dance Mile Festival organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival;
- Conditions for use of grounds and requirements for food service, vending sales, concert licensing, tent and stage installations, and other items specified in a permit issued from PAFD Office, shall be adhered to; and
- The Dance Mile Festival organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "Dance Mile" Festival activities, and the City be endorsed on the policy.

The City Manager is also authorized to waive any fees, and 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.

Attachments: APPLICATION, MAP of Route, MAP of Lincoln Park

Document prepared by Ted Musgrave, PAFD Event Coordinator

# DANCE MILE

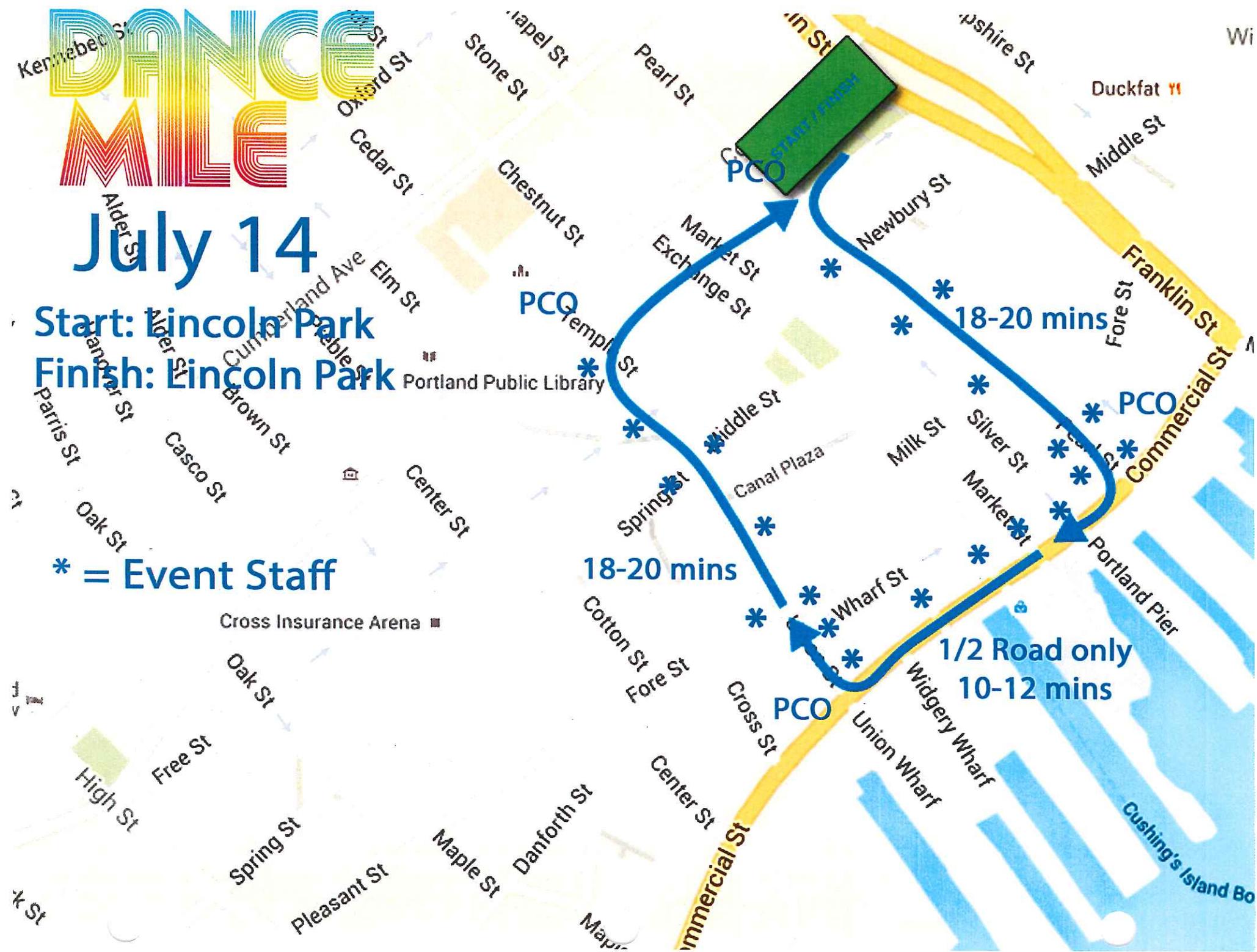
July 14

Start: Lincoln Park

Finish: Lincoln Park

\* = Event Staff

Cross Insurance Arena





fencing

stage

truck-sound

registration

entrance



Cumberland Register of Probate

Superior Court





**CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION  
PUBLIC PARK & SPACE APPLICATION (4 pages)**  
212 Canco Rd. ~ Portland ~ ME ~ 04103  
207-808-5400 x0  
Ted Musgrave tvn@portlandmaine.gov

**For uses of city property, there are typically: 1. fees charged for use of the area  
2. a security deposit required 3. insurance required  
(There may be fees due and applications required from other City Departments)**

<b>TODAY'S DATE</b>		1/10/18 Revised: 1-11, 1-12, 1-16	<b>ORGANIZATION NAME</b>		Next Decibel, LLC				
<b>ORGANIZATION ADDRESS</b>			1053 Forest Ave	<b>CITY</b>	Portland	<b>ST</b>	ME	<b>ZIP</b>	04103
<b>CONTACT NAME(S)</b>		Pat Hackleman Will Thomas	<b>TITLE</b>		Co-Founders				
<b>HOME #</b>	<b>WORK</b>		<b>CELL</b>	<b>FAX</b>					
<b>EMAIL</b>	pat@cascobaysports.com		<b>EMAIL</b>	will@nextdecibel.com					

<b>PARK AREA OR PUBLIC SPACE REQUESTED</b>		Venue: Lincoln Park Parade Route: Pearl Street (both lanes), Commercial Street (just land side), Union Street (both lanes), Temple Street (both lanes), Federal Street (both lanes)					
<b>EVENT DAY &amp; DATE(S)</b>		SAT 7-14-2018		<b>RAIN DAY &amp; DATE(S)</b> (50% added fee)		N/A	
<b>EVENT START TIME</b> (i.e. set-up start time)	1:00 PM	<b>EVENT END TIME</b> (i.e. when event cleanup is complete)	8:00 PM	<b>ACTUAL START &amp; END TIME OF EVENT</b>		4 – 7pm Parade in street starts at 6:30pm	

<b>EVENT NAME</b>		<b>EXPECTED ATTENDANCE</b>	
Dance Mile Portland 2018		500 - 750	

**DESCRIPTION OF EVENT:**

A one mile dance parade/walk that starts in Lincoln Park: Uses Pearl St, Commercial St, Union St., Temple St, Federal Street & **Finishes back at Lincoln Park.** Barricades are needed at the side street intersections.

Participants will follow a lead truck with a DJ on the back. The truck will have a PA system and will be broadcasting music to the participants.

**Parade Route:** Pearl Street down to Commercial Street- 20 minutes, Right on Commercial Street (using West side of street only) – 10 minutes, Right onto Union Street, straight onto Temple Street – 20 minutes, Right onto Federal Street and finish at Lincoln Park - 15 minutes

Actual Parade Time from Lincoln Park: **6:30-7:30 PM** Recommended Police Support Arrival Time: **6:00 PM**

Organizers will need to hire Police (2) & PCO's (at least 3) to cover event. One Police Cruiser will lead the parade, one will sweep/follow. PCO's & Volunteers will be stationed throughout the parade route (which would include side streets as well as large parking lots exits, parking garage exits, and hotel parking exits). Volunteers are also with the parade participants from start to finish.

At Lincoln Park: Canopies, tables & chairs to be set up, STAGE as well (on grass).  
The park will be partitioned off (Dance Mile area) with bicycle racks (the portion over on the Franklin St. side of the park will still be available to the public.  
Organizer will sell t-shirts at the event.  
Elec. needed... or a generator will be used.  
Organizer will need to rent 2 porta-restrooms for a Parking Space at Federal Street (beside the park).  
The Dance Mile Truck will park **on the sidewalk** (at corner of Pearl & Federal) just inside the park. Music speakers facing in towards the park).  
Some reserved parking is needed, on Federal Street beside the park.

<b>THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?</b>	Please check: <input checked="" type="checkbox"/> FEE <input type="checkbox"/> PLEDGES	
<b>IF YES FOR FEES, HOW MUCH?</b>	FEE	\$ \$20-\$25

**WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?** *Surface streets & garages*

**PLEASE CHECK OFF AND ANSWER:**

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a <b>canopy(s)</b> ? (canopy is 10x10 size) <b>How many: 4-6</b>	X		
* Do you wish to set up a <b>tent(s)</b> ? A canopy or tent larger than 10x10 needs to be approved		X	
* Will you be setting up <b>tables and/or chairs</b> ? <b>How many tables: 12 chairs: 8</b>	X		
* Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List: <b>Sponsor Vehicles in parking spaces. STAGE may be set up on the grass inside the park.</b>	X		
* Will there be <b>refreshments</b> at the event?		X	
* Do you wish to sell <b>non-food items</b> (like T-shirts, crafts, cd's, etc.)? If so, you will need approval from PAFD Office, and you will need to apply for a Street Goods Vendor License(s) at the Business Licensing Office (874-8557) – 2 week notice. <b>List items you wish to sell: Shirts</b>	X		
* Are you setting up a <b>PA (sound) system</b> ? Are you planning on having <b>Amplified Music</b> ? <b>Band?</b> <b>DJ?</b> <b>Boom Box?</b> If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		
* Will your event require <b>electricity</b> ? (Electricity is available at Lincoln Park). It is turned off	X		
* Are you planning on bringing a <b>Grill for a Barbecue</b> ?		X	
* Will the event require <b>reserved parking spaces / parking meters</b> ? <b>How many? 10</b> "No Parking" signs may be purchased at PAFD Office, 212 Canco Rd.	X		
* Will your event need <b>safety vests, signs, barricades and/or cones</b> ? Please list what you would like to borrow/rent: <b>30 Barricades for Parade Route</b> A few orange vests and cones may usually be borrowed/rented from PAFD Office. Barricades and signs are borrowed/rented from Public Works, Customer Service.	X		
* Will your event require <b>street closures</b> ? (Please be specific under "Description of Event") Will your event affect <b>METRO BUS ROUTES</b> ? <b>Street Parade (see attached map)</b> (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 ( <a href="mailto:gffenton@gpmetrobus.com">gffenton@gpmetrobus.com</a> ) to discuss.	X		
* Will your event require <b>Police assistance</b> ?	X		
* Will your event require <b>Fire/EMS assistance</b> ? (For a large walk/race, it is recommended.)		X	
* Will your event require <b>porta-restroom rental(s)</b> or need existing porta-restrooms cleaned?	X		

**INSURANCE CERTIFICATE INFORMATION**

* Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		
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- ◆ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, 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. The terms of this permit and the insurance coverage 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. You shall also be responsible for any and all deductibles and/or self-insured retentions.
- ◆ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to [tvm@portlandmaine.gov](mailto:tvm@portlandmaine.gov) and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

**PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES**

**ELECTRICITY**

Records in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

**PORTA-RESTROOMS / BATHROOM FACILITIES**

Porta-Restrooms are required for large events and events where food is being served. Organizer will provide porta-restroom units.

**TRASH**

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

**MARKING OF GROUNDS**

Event Organizers must not use Spray Paint or Spray Chalk when marking city property. Children's Art Chalk can be used with permission from PAFD Office.

**ADA COMPLIANCE**

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

**PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES**

PAFD has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

**SMOKE-FREE ZONES**

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

**NOTIFICATION**

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

**REVOCABLE PERMIT**

- The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- The City reserves the unconditional right to revoke or revise an issued permit.

<b>I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES</b>	<b>TYPE INITIALS</b>	<b>PH</b>	<b>DATE</b>	<b>1/11/18</b>
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**ASSUMPTION OF RISK & LIABILITY**

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

<b>I have read the Assumption of Risk &amp; Liability Agreement</b>	<b>TYPE INITIALS</b>	<b>PH</b>	<b>DATE</b>	<b>1/11/18</b>
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**FEE SCHEDULE – UPDATED JULY 1, 2015**

**Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.**

Simple Event (no registration fee): \$50/hour	Impact/Street Closure Fee (variable based on impact): \$0-\$500 Admin/Staff Fee (support for events): \$30/hour or more. Porta Restroom User Fee (if attendance is 150+): \$25
Event with registration or pledges & attendance 25 – 300: \$100/hr	
Event with registration or pledges & attendance 301+: \$200/hr	
Public Space/Park Security Deposit/Sound Security Deposit: \$100-\$1000	

**CREDIT CARD INFORMATION**

Visa or MasterCard Number		3058	Exp Date (Mon/Yr)	12	18
<b>CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED</b>					

**TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)**

Permit Fee for use of area: \$50 - \$200 per hour (i.e. a 3 hour event at \$50 totals \$150) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable) Number of Hours of Use: <b>Approx. 7</b>	<b>\$ 1400 – cc to be charged following event</b>	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	<b>\$ ???</b>
Admin/Staff Fee (support for events): \$30/hour	<b>\$ TBD</b>	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	<b>\$ 250 – cc on file</b>
Key Deposit: \$50 per key	<b>\$ N/A</b>	Other (Porta-Restroom User Fee: \$25, etc.)	<b>\$ ???</b>

Impact/Street Closure Fee (variable based on impact): \$100-\$500	<b>\$ 100 – cc to be charged</b>	NP Signs: \$1 / \$15 each Cone Rental: \$2 each Barricade Rental: \$5 each Bike Rack: \$10 each	
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**FOR OFFICE USE ONLY**

DATE REC'D APPLICATION	1-11-2018	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	<b>\$ 1400 – cc on file</b>	SECURITY DEPOSIT	<b>\$ 250 – cc on file</b>
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT
							\$

*Order 151-17/18  
~~Feb 11 - 2-5-18~~  
Feb 10 2-21-18*

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 THE AGREEMENT BETWEEN PORTLAND  
AND MAINE DEPARTMENT OF TRANSPORTATION  
RE: PAVING ALLEN AVENUE FROM SUMMIT STREET TO WASHINGTON  
AVENUE AND AUBURN STREET**

**ORDERED**, that the Agreement between the City of Portland and the Maine Department of Transportation for pavement preservation on Allen Avenue from Summit Street to Washington Avenue and Auburn Street, with the MDOT identification number of 022450.00, is hereby approved 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 and this Order.

**MEMORANDUM**  
**City Council Agenda Item**

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

**FROM:** Michael Farmer, Senior Engineer, Department of Public Works

**DATE:** January 17, 2018

**SUBJECT:** Maine Department of Transportation  
Municipal/State Agreement  
Proposed Improvements to **Allen Avenue – Washington Avenue to Summit Street**, WIN 022450.00

**SPONSOR:** Jon P. Jennings, City Manager

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1<sup>st</sup> reading:** 2/5/2018

**Final Action:** 2/21/2018

**Can action be taken at a later date:**  Yes  No (If no why not?) Prompt action is required on this agreement to avoid delays in scheduling and bidding this project.

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

*Not Applicable*

**I. ONE SENTENCE SUMMARY**

The City Council is being asked to approve the attached two-party agreement, which would allow MaineDOT and City staff to construct the Allen Avenue paving project in 2018.

**II. AGENDA DESCRIPTION**

Approving and signing this agreement would confirm the City's intent to construct this project, pay 25% of the total project cost for paving Allen Avenue, and pay 100% of the cost to pave Washington Avenue between Allen Avenue and Auburn Street (330 ft.) and Auburn Street between Washington Ave. and Chapman Street (410 ft.).

The estimated total project cost to pave Allen Avenue is \$425,000. The City's 25% share would be \$106,250. The estimated additional cost to pave Washington Avenue and Auburn Street is \$170,000, which would be paid entirely by the City.

The total estimated City share of the project cost is \$276,250.

**III. BACKGROUND**

The Allen Avenue paving project was originally developed through the PACTS Collector Pavement Preservation program. The original project limits extended on Allen Avenue from Washington Avenue to Summit Street. City staff asked MaineDOT to add a short section of Washington Avenue (330 ft. from Allen Ave. to Auburn St.) and a short section of Auburn Street

(410 ft. from Washington Ave. to Chapman St.) to the Allen Avenue paving project to address the paving need on this 740-foot section of arterial roadway.

**IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

This project will improve the pavement surface and ride quality in the project area.

**V. FINANCIAL IMPACT**

As mentioned above, approving this agreement would obligate the City to pay 25% of the total project cost for paving Allen Avenue plus 100% of the cost to pave Washington Avenue between Allen Ave. and Auburn St. and Auburn Street between Washington Ave. and Chapman St. The total estimated City share of the project cost is \$276,250.

The total estimated project cost (including State plus local shares) is \$590,000. If the total project costs were to exceed \$590,000, the City would be obligated to pay for 100% of the total project costs in excess of \$590,000, in addition to the \$276,250 amount described above.

As the owner of the sanitary sewer system in the project area, the City would be solely responsible for the cost of sewer system improvements associated with the project. The cost of this work, which typically includes adjusting sewer manhole frames to finish grade, would be in addition to the amounts described above.

**VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION**

The DPW request for the FY19 CIP includes \$106,250 for the City's 25% share of the Allen Avenue collector paving work (ID# 184327). The City's 100% share of the cost for paving on Washington Avenue and Auburn Street, which is estimated to be \$170,000, would be paid from funds approved, through the CIP, for Pavement Preservation (Project no. C18104, for example).

The DPW request for the FY19 CIP includes \$30,000 for ineligible utility related costs for PACTS Paving projects (ID#184376). These funds could be used for sewer manhole frame adjustments on Allen Avenue, Washington Avenue, and Auburn Street.

**VII. RECOMMENDATION**

The Department of Public Works recommends approving and signing the subject Two-Party Agreement to allow MaineDOT and City staff to proceed with the Allen Avenue Collector Pavement Preservation Project.

**VIII. LIST ATTACHMENTS**

- A. Two-Party Agreement for WIN # 022450.00.
- B. Project Location Map.

Prepared by: Michael Farmer  
Date: January 17, 2018



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL/STATE AGREEMENT  
PROPOSED IMPROVEMENTS TO ALLEN AVENUE**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$276,250.00</u>
State WIN #: <u>22450.00</u>	Vendor Customer #: <u>17A12984</u>
Federal Aid Project #: <u>2245000</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of PORTLAND, a municipal corporation located in the County of CUMBERLAND (hereafter the "Municipality") (collectively hereinafter the "Parties").

**RECITALS**

- A. The scope of work that is the subject of this Agreement consists of making improvements to ALLEN AVENUE, in PORTLAND, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

**AGREEMENT**

**NOW, THEREFORE**, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference:
  - Appendix A – Project scope, cost sharing, and payment schedule
  - Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
  - Appendix B – Perpetual Drainage Maintenance
  - Appendix B – Perpetual Landscape Maintenance
  - Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
  - Appendix B – Perpetual Traffic Signal Operation and Maintenance
  - Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
  - Appendix C – Additional work requested by Municipality

**E. Agreement Administration:**

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. Please refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

**F. Changes to Project Scope:**

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

**G. Traffic Control:**

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
  - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
  - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
  - iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.

- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

#### **H. Utilities**

6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

#### **I. Governing Law:**

9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

#### **J. Municipality's Responsibility:**

11. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
12. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.

13. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
14. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
15. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

**K. Termination:**

16. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
17. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those *provisions that by their very nature are intended to survive*.

**L. Miscellaneous Provisions:**

18. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
19. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
20. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
21. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.

22. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT:                    Maine Department of Transportation  
   16 State House Station  
   Augusta, ME 04333-0016  
   Attn.: Robert K. Betz  
   Email: robert.k.betz@maine.gov

Municipality:                City of Portland  
   389 Congress Street  
   Portland, ME 04101  
   Attn.: Jon Jennings, City Manager  
   Email: jjj@portlandmaine.gov

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
   Jon Jennings, City Manager

By: \_\_\_\_\_  
   William A. Pulver, Director  
   Bureau of Project Development

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING**  
**MAINE DEPARTMENT OF TRANSPORTATION**  
**MUNICIPAL/STATE AGREEMENT**  
**Transportation Improvement Project**

**MUNICIPALITY OF PORTLAND**

**PROPOSED IMPROVEMENTS TO ALLEN AVENUE AND WASHINGTON AVENUE**

**FEDERAL AID PROJECT NO. 2245000**

**STATE PROJECT IDENTIFICATION NUMBER (WIN) 22450.00**

**Project Scope:** Mill and Fill on Allen Ave

**Funding Outline:** The Total Project Estimated Cost is \$ 595,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 5,312.50	75.0%	\$ 15,937.50		\$ -	\$ 21,250.00
Right of Way	25.0%	\$ 125.00	75.0%	\$ 375.00		\$ -	\$ 500.00
Construction	25.0%	\$ 90,187.50	75.0%	\$ 270,562.50		\$ -	\$ 360,750.00
Construction Engineering	25.0%	\$ 10,625.00	75.0%	\$ 31,875.00		\$ -	\$ 42,500.00
<b>PROJECT SHARES</b>		\$ 106,250.00		\$ 318,750.00		\$ -	\$ 425,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 170,000.00					
<b>TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)</b>		\$ 276,250.00					

**(Check if applicable)**

**Additional Work as outlined in Appendix C to this Agreement.**

**Funding Outline:** The Municipality agrees to pay 100% of the costs for the work outlined below.

<b>Additional Work</b>	<b>Cost: 100% Municipal Share</b>	
WASHINGTON AVE MILL AND FILL	\$	170,000.00
TYPE OF WORK	\$	-
TYPE OF WORK	\$	-
<b>TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY</b>	<b>\$</b>	<b>170,000.00</b>

**Payment:**

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

**Invoicing Schedule:** The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

<b>Municipality Name</b>	<b>Receivable Amount</b>	<b>Estimated Invoice Date</b>
PORTLAND	\$225,843.75	5/1/2018
PORTLAND	\$50,406.25	12/1/2018
PORTLAND	Balance (If Any)	12/1/2019
<b>Total Receivable Amount:</b>	<b>\$276,250.00</b>	

**APPENDIX C**  
**Additional Work**

**MAINE DEPARTMENT OF TRANSPORTATION**  
**MUNICIPAL/STATE AGREEMENT**  
**Transportation Improvement Project**

**MUNICIPALITY OF PORTLAND**

**PROPOSED IMPROVEMENTS TO ALLEN AVENUE**

FEDERAL AID PROJECT NO. 2245000  
STATE PROJECT IDENTIFICATION NUMBER (WIN) 22450.00

**1. Description of Work Being Added to Project by the Municipality:**

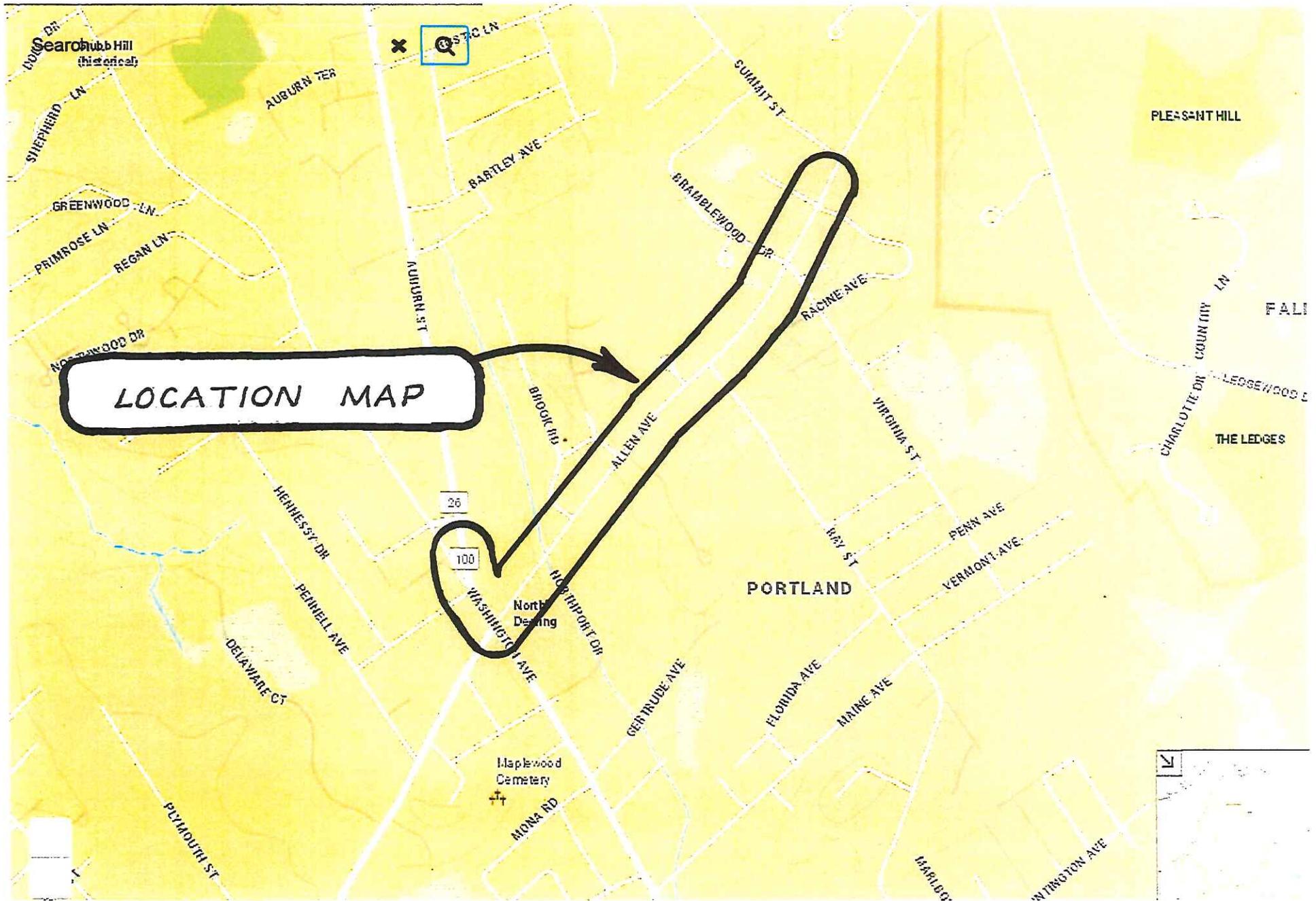
**MILL AND FILL ON WASHINGTON AVENUE FROM ALLEN AVENUE TO  
CHAPMAN STREET**

**2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No  - Disregard this Section, or Yes  - as follows:**

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "*Highway Design Guide*" and "*Standard Details*" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

**3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:**

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.



Order 152-17/18  
~~Tab 18 2-5-18~~  
Tab 11 2-21-18

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 THE AGREEMENT BETWEEN PORTLAND, PORTLAND  
AREA COMPREHENSIVE TRANSPORTATION SYSTEM  
AND MAINE DEPARTMENT OF TRANSPORTATION  
RE: PAVING CUMBERLAND AVENUE FROM ELM STREET TO STATE STREET**

**ORDERED**, that the Agreement between the City of Portland, Portland Area Comprehensive Transportation System and the Maine Department of Transportation for pavement preservation on Cumberland Avenue from Elm Street to State Street, with the MDOT identification number of 022164.00, is hereby approved 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 and this Order.

**MEMORANDUM**  
**City Council Agenda Item**

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

**FROM:** Michael Farmer, Senior Engineer, Department of Public Works

**DATE:** January 17, 2018

**SUBJECT:** Maine Department of Transportation  
Three-Party Partnership Agreement  
Cumberland Avenue Pavement Preservation Project - Elm Street to State Street, WIN 022164.00

**SPONSOR:** Jon P. Jennings, City Manager

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
1<sup>st</sup> reading: 2/5/2018                      Final Action: 2/21/2018

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)**  
*Not Applicable*

**I. ONE SENTENCE SUMMARY**

The City Council is being asked to approve the attached Three-Party Partnership Agreement, which would allow PACTS, MaineDOT and City staff to move ahead with plans to pave Cumberland Avenue between Elm Street and State Street in 2019.

**II. AGENDA DESCRIPTION**

Approving and signing this agreement would confirm the City's intent to undertake this project and pay 25% of the total project cost. The estimated total project cost is \$397,100. The City's 25% share would be \$99,275.

**III. BACKGROUND**

This project has been developed through the PACTS Collector Pavement Preservation program. The scope of work is planned to be a "mill and fill."

**IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

This project will improve the pavement surface and ride quality in the project area.

## **V. FINANCIAL IMPACT**

By approving this Three-Party Agreement, the City Council would indicate its intent to undertake this project and pay 25% of the total estimated project cost. The total estimated cost is \$397,100. The City's 25% share of this amount, \$99,275, would be funded through the City's annual capital improvement program.

If the total project costs were to exceed \$397,100, the City would be obligated to pay for 100% of the total project costs in excess of \$397,100, in addition to City's 25% share of \$397,100.

As the owner of the sanitary sewer system in the project area, the City would be solely responsible for the cost of sewer system improvements associated with the project. The cost of this work, which typically includes adjusting sewer manhole frames to finish grade, would be in addition to the 25% share listed above for paving.

## **VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION**

The DPW request for the FY19 CIP includes \$145,000 for the City's share of the pavement related cost of the Cumberland Avenue collector paving project (ID# 184327). The DPW request for the FY19 CIP also includes \$30,000 for ineligible utility related costs for PACTS Paving projects (ID#184376).

Maine DOT is planning three collector paving projects in Portland in 2019. Maine DOT is planning to pave Danforth Street from High Street to Vaughn Street and Washington Avenue from Riverside Street to Greenwood Lane in 2019, in addition to the Cumberland Avenue project that is the focus of this memorandum.

## **VII. RECOMMENDATION**

The Department of Public Works recommends approving and signing the subject Three-Party Partnership Agreement to allow PACTS, MaineDOT and City staff to proceed with the Cumberland Avenue Collector Pavement Preservation Project.

## **VIII. LIST ATTACHMENTS**

- A. Three Party Partnership Agreement for WIN # 022164.00.
- B. Project Location Map.

Prepared by: Michael Farmer

Date: January 17, 2018



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	<u>Bureau of Planning</u>

**State of Maine  
DEPARTMENT OF TRANSPORTATION  
THREE-PARTY PARTNERSHIP AGREEMENT**

**Portland, Maine  
Cumberland Avenue Pavement Preservation**

<i>MaineDOT Use Only</i>	
WIN #: <u>022164.00</u>	Agreement Maximum Amount: <u>\$397,100.00</u>
N/M MPO Id#: <u>PACTS</u>	Agreement Begin Date: _____ <i>(Office Use Only)</i>
Municipality Id#: <u>PORTLAND</u>	Agreement End Date: <u>(3 years from date last signed)</u>

This Cooperative Agreement ("**Agreement**") is entered into by and between the Maine Department of Transportation ("**MaineDOT**"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, the City of Portland ("**Municipality**"), a municipality in the State of Maine with offices located at 389 Congress Street, Portland, Maine, and the Portland Area Comprehensive Transportation System, the designated Metropolitan Planning Organization for the Portland Urbanized Area ("**PACTS**"), with its offices located at 970 Baxter Boulevard, Portland, Maine, hereinafter referred to as (the "**Parties.**")

**Whereas**, the work that is the subject of this Agreement consists of a mill and fill on Cumberland Avenue beginning at State Street and extending north 0.46 of a mile to Elm Street (the "**Project**"); and

**Whereas**, PACTS has programmed the Project for inclusion in the 2017-2018-2019 MaineDOT Work Plan, using Federal capital improvement funding allocated by MaineDOT; and

**Whereas**, the Municipality supports the decision by PACTS to program the Project; and

**Whereas**, the Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

**Whereas**, the purpose of this Agreement is to identify the Parties' individual responsibilities during the design, permitting and right-of-way phases of the Project through completion of final Plans, Specifications and Estimate ("**PS&E**"), and to identify the intended financial allocations between the Parties through all phases of the Project if and when the parties formally approve and commit financial resources for the Project; and

**Whereas**, following the preparation of the project PS&E, a separate Municipal/State Agreement will be executed by MaineDOT and the Municipality.

**Now therefore**, in consideration of the forgoing, the Parties hereby establish and agree to the following terms and conditions:

**A. Financial Provisions:**

1. The total estimated cost of the Project through all phases is \$397,100.00 (the “**Project Estimate**”), and the Parties agree to share in and allocate the associated costs of each phase as outlined in this section:

<b>Work Phase</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share</b>	<b>Estimated Municipal Share</b>	<b>Estimated Total Cost</b>
Preliminary Engineering	\$ 14,891.25	\$ -	\$ 4,963.75	\$ 19,855.00
Right of Way	\$ 375.00	\$ -	\$ 125.00	\$ 500.00
Construction	\$ 252,776.25	\$ -	\$ 84,258.75	\$ 337,035.00
Construction Engineering	\$ 29,782.50	\$ -	\$ 9,927.50	\$ 39,710.00
<b>Total Project Share</b>	<b>\$ 297,825.00</b>	<b>\$ -</b>	<b>\$ 99,275.00</b>	<b>\$ 397,100.00</b>

2. Estimated allocations are further identified as follows:
  - a. **Federal share** (provided through PACTS Federal Allocation) - 75% of federally participating costs, up to a maximum of \$297,825.00.
  - b. **State share** (provided through PACTS State Allocation) - 0% of federally participating costs, up to a maximum of \$0.00.
  - c. **Municipal share** (provided through the Municipality’s obligation of funds) - 25% federally participating costs, which is estimated at \$99,275.00, plus 100% of any additional costs incurred in accordance with Section A.3.
3. The Municipality shall be fully responsible for any and all Project costs exceeding \$397,100.00, unless otherwise agreed to in writing by the Parties through a modification to this Agreement.
4. If the actual Project cost is less than the Project Estimate the amounts owed will be adjusted according to the percentages.
5. If the Project Estimate or associated financial allocations are adjusted to reflect updated costs, MaineDOT will consult with PACTS and the Municipality before such adjustments are approved and implemented.

**B. MaineDOT Agrees:**

1. To prepare, or cause to be prepared, construction plans and specifications for the Project within the scope described above, using MaineDOT’s standard project development process to ensure adherence to federal and state regulations.
2. To share information about the status of the Project with staff from PACTS and the Municipality at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact.
- Horizontal/Vertical Alignment Complete (“HVAC”).
- Preliminary public meeting.
- Preliminary Design Report (“PDR”) complete.
- Formal public meeting.
- Plan Impacts Complete (“PIC”).
- PS&E complete.
- Changes in the Project Schedule or Engineer’s Estimate.

**C. Miscellaneous Provisions:**

1. After the final PS&E package is prepared, MaineDOT and the Municipality will execute a Municipal/State Project Agreement covering Project advertisement, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in the Financial Provisions section of this Agreement, as well as a schedule for collection of the Municipality’s share of Project costs.
2. MaineDOT will consult with PACTS and the Municipality before implementing any adjustments to the Project scope, and PACTS and the Municipality will, likewise, notify MaineDOT of any proposed changes they wish to implement.
3. The Parties will participate as partners in any public meetings held to discuss the Project.
4. If MaineDOT withdraws from the Project before it has been advertised for construction, and that action was not directed by PACTS and the Municipality, MaineDOT will be responsible for all Project costs incurred to date.
5. If the Municipality withdraws its financial support for the Project as described in the Financial Provisions section of this Agreement, leading MaineDOT to cancel the Project before it has been advertised for construction, the Municipality shall reimburse MaineDOT fully for any and all Project costs incurred in reliance on the Municipality commitment documented in this Agreement, including, but not limited to, reimbursement of all federal funds expended to date.
6. Anything herein to the contrary notwithstanding, the Municipality and PACTS acknowledge that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by its federal partners and the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
7. The Municipality represents that its governing body has taken all steps necessary and lawful to approve the Project and the Municipality’s entry into this Agreement, has appropriated or authorized the use of any necessary funds in connection with the Municipality’s participation, and has further authorized the undersigned Municipal representative to execute this Agreement on the Municipality’s behalf.

8. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off monies due the Municipality under a specific Project Contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other Agreement/Contract, any other Agreement/Contract with any State Department or Agency, including any Agreement/Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
  
9. To the extent permitted by law, the Municipality and PACTS shall indemnify and hold harmless MaineDOT, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. ***This provision shall survive any termination or expiration of this Agreement.***
  
10. With the exceptions of the provisions so noted, all provisions of this Agreement shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the day and date last signed.

John Duncan

Date 5/30/17

John Duncan, Director  
Portland Area Comprehensive Transportation System

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

Date \_\_\_\_\_

Jon Jennings, City Manager  
Municipality of Portland

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Date \_\_\_\_\_

Herb Thomson, Director, Bureau of Planning  
Maine Department of Transportation

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*Order 153 -17/18*  
*Tab 19 - 2-5-18*  
*Tab 12 2-21-18*

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 THE AGREEMENT BETWEEN PORTLAND, PORTLAND  
AREA COMPREHENSIVE TRANSPORTATION SYSTEM  
AND MAINE DEPARTMENT OF TRANSPORTATION  
RE: PAVING DANFORTH STREET FROM HIGH STREET TO VAUGHAN STREET**

**ORDERED**, that the Agreement between the City of Portland, Portland Area Comprehensive Transportation System and the Maine Department of Transportation for pavement preservation on Danforth Street from High Street to Vaughan Street, with the MDOT identification number of 022170.00, is hereby approved 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 and this Order.

**MEMORANDUM**  
**City Council Agenda Item**

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

**FROM:** Michael Farmer, Senior Engineer, Department of Public Works

**DATE:** January 17, 2018

**SUBJECT:** Maine Department of Transportation  
Three-Party Partnership Agreement  
Danforth Street Pavement Preservation Project – High Street to  
Vaughan Street, WIN 022170.00

**SPONSOR:** Jon P. Jennings, City Manager

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1<sup>st</sup> reading:** 2/5/2018

**Final Action:** 2/21/2018

**Can action be taken at a later date:**  Yes  No (If no why not?)

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

*Not Applicable*

**I. ONE SENTENCE SUMMARY**

The City Council is being asked to approve the attached Three-Party Partnership Agreement, which would allow PACTS, MaineDOT and City staff to move ahead with plans to pave Danforth Street between High Street and Vaughan Street in 2019.

**II. AGENDA DESCRIPTION**

Approving and signing this agreement between PACTS, MaineDOT, and the City would confirm the City's intent to undertake this project and pay 25% of the total project cost. The estimated total project cost is \$706,600. The City's 25% share would be \$176,650.

**III. BACKGROUND**

This project has been developed through the PACTS Collector Pavement Preservation program. The scope of work is planned to be a "mill and fill."

**IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

This project will improve the pavement surface and ride quality in the project area.

**V. FINANCIAL IMPACT**

By approving the Three-Party Agreement, the City Council would indicate its intent to undertake this paving project and pay 25% of the total estimated project cost. The total estimated cost is \$706,600. The City's 25% share of this amount would be \$176,650.

If the total project costs were to exceed \$706,600, the City would be obligated to pay for 100% of the total project costs in excess of \$706,600, in addition to City's 25% share of \$706,600.

As the owner of the sanitary sewer system in the project area, the City is solely responsible for the cost of sewer system improvements associated with the paving project. Such work typically includes adjusting sewer manhole frames to finish grade.

**VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION**

The DPW has requested funding through the annual capital improvement program to pay for the local share of this project.

Maine DOT is planning three collector paving projects in Portland in 2019. Maine DOT is planning to pave Cumberland Avenue from Elm Street to State Street and Washington Avenue from Riverside Street to Greenwood Lane in 2019, in addition to the Danforth Street project that is the focus of this memorandum.

**VII. RECOMMENDATION**

The Department of Public Works recommends approving and signing the subject Three-Party Partnership Agreement to allow PACTS, MaineDOT and City staff to proceed with the Danforth Street Collector Pavement Preservation Project.

**VIII. LIST ATTACHMENTS**

- A. Three Party Partnership Agreement for WIN # 022170.00.
- B. Project Location Map.

Prepared by: Michael Farmer  
Date: January 17, 2018



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CTM #:	_____
CSN #:	_____
PROGRAM:	Bureau of Planning _____

**State of Maine**  
**DEPARTMENT OF TRANSPORTATION**  
**THREE-PARTY PARTNERSHIP AGREEMENT**

**Portland, Maine**  
**Danforth Street Pavement Preservation**

<i>MaineDOT Use Only</i>	
WIN #: <u>022170.00</u>	Agreement Maximum Amount: <u>\$706,600.00</u>
N/M MPO Id#: <u>PACTS</u>	Agreement Begin Date: _____ ( <i>Office Use Only</i> )
Municipality Id#: <u>PORTLAND</u>	Agreement End Date: <u>(3 years from date last signed)</u>

This Cooperative Agreement ("**Agreement**") is entered into by and between the Maine Department of Transportation ("**MaineDOT**"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, the City of Portland ("**Municipality**"), a municipality in the State of Maine with offices located at 389 Congress Street, Portland, Maine, and the Portland Area Comprehensive Transportation System, the designated Metropolitan Planning Organization for the Portland Urbanized Area ("**PACTS**"), with its offices located at 970 Baxter Boulevard, Portland, Maine, hereinafter referred to as (the "**Parties.**")

**Whereas**, the work that is the subject of this Agreement consists of a mill and fill on Danforth Street beginning at High Street and extending south 0.83 of a mile to Vaughn Street (the "**Project**"); and

**Whereas**, PACTS has programmed the Project for inclusion in the 2017-2018-2019 MaineDOT Work Plan, using Federal capital improvement funding allocated by MaineDOT; and

**Whereas**, the Municipality supports the decision by PACTS to program the Project; and

**Whereas**, the Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

**Whereas**, the purpose of this Agreement is to identify the Parties' individual responsibilities during the design, permitting and right-of-way phases of the Project through completion of final Plans, Specifications and Estimate ("**PS&E**"), and to identify the intended financial allocations between the Parties through all phases of the Project if and when the parties formally approve and commit financial resources for the Project; and

Whereas, following the preparation of the project PS&E, a separate Municipal/State Agreement will be executed by MaineDOT and the Municipality.

Now therefore, in consideration of the forgoing, the Parties hereby establish and agree to the following terms and conditions:

**A. Financial Provisions:**

1. The total estimated cost of the Project through all phases is \$706,600.00 (the "Project Estimate"), and the Parties agree to share in and allocate the associated costs of each phase as outlined in this section:

Work Phase	Estimated Federal Share	Estimated State Share	Estimated Municipal Share	Estimated Total Cost
Preliminary Engineering	\$ 26,497.50	\$ -	\$ 8,832.50	\$ 35,330.00
Right of Way	\$ 375.00	\$ -	\$ 125.00	\$ 500.00
Construction	\$ 450,082.50	\$ -	\$ 150,027.50	\$ 600,110.00
Construction Engineering	\$ 52,995.00	\$ -	\$ 17,665.00	\$ 70,660.00
<b>Total Project Share</b>	<b>\$ 529,950.00</b>	<b>\$ -</b>	<b>\$ 176,650.00</b>	<b>\$ 706,600.00</b>

2. Estimated allocations are further identified as follows:
  - a. **Federal share** (provided through PACTS Federal Allocation) - 75% of federally participating costs, up to a maximum of \$529,950.00.
  - b. **State share** (provided through PACTS State Allocation) - 0% of federally participating costs, up to a maximum of \$0.00.
  - c. **Municipal share** (provided through the Municipality's obligation of funds) - 25% federally participating costs, which is estimated at \$176,650.00, plus 100% of any additional costs incurred in accordance with Section A.3.
3. The Municipality shall be fully responsible for any and all Project costs exceeding \$706,600.00, unless otherwise agreed to in writing by the Parties through a modification to this Agreement.
4. If the actual Project cost is less than the Project Estimate the amounts owed will be adjusted according to the percentages.
5. If the Project Estimate or associated financial allocations are adjusted to reflect updated costs, MaineDOT will consult with PACTS and the Municipality before such adjustments are approved and implemented.

**B. MaineDOT Agrees:**

1. To prepare, or cause to be prepared, construction plans and specifications for the Project within the scope described above, using MaineDOT's standard project development process to ensure adherence to federal and state regulations.
2. To share information about the status of the Project with staff from PACTS and the Municipality at the following milestones, as appropriate:

- Project kickoff/initial team meeting/formal public contact.
- Horizontal/Vertical Alignment Complete (“HVAC”).
- Preliminary public meeting.
- Preliminary Design Report (“PDR”) complete.
- Formal public meeting.
- Plan Impacts Complete (“PIC”).
- PS&E complete.
- Changes in the Project Schedule or Engineer’s Estimate.

**C. Miscellaneous Provisions:**

1. After the final PS&E package is prepared, MaineDOT and the Municipality will execute a Municipal/State Project Agreement covering Project advertisement, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in the Financial Provisions section of this Agreement, as well as a schedule for collection of the Municipality’s share of Project costs.
2. MaineDOT will consult with PACTS and the Municipality before implementing any adjustments to the Project scope, and PACTS and the Municipality will, likewise, notify MaineDOT of any proposed changes they wish to implement.
3. The Parties will participate as partners in any public meetings held to discuss the Project.
4. If MaineDOT withdraws from the Project before it has been advertised for construction, and that action was not directed by PACTS and the Municipality, MaineDOT will be responsible for all Project costs incurred to date.
5. If the Municipality withdraws its financial support for the Project as described in the Financial Provisions section of this Agreement, leading MaineDOT to cancel the Project before it has been advertised for construction, the Municipality shall reimburse MaineDOT fully for any and all Project costs incurred in reliance on the Municipality commitment documented in this Agreement, including, but not limited to, reimbursement of all federal funds expended to date.
6. Anything herein to the contrary notwithstanding, the Municipality and PACTS acknowledge that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by its federal partners and the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
7. The Municipality represents that its governing body has taken all steps necessary and lawful to approve the Project and the Municipality’s entry into this Agreement, has appropriated or authorized the use of any necessary funds in connection with the Municipality’s participation, and has further authorized the undersigned Municipal representative to execute this Agreement on the Municipality’s behalf.

8. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off monies due the Municipality under a specific Project Contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other Agreement/Contract, any other Agreement/Contract with any State Department or Agency, including any Agreement/Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
9. To the extent permitted by law, the Municipality and PACTS shall indemnify and hold harmless MaineDOT, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. ***This provision shall survive any termination or expiration of this Agreement.***
10. With the exceptions of the provisions so noted, all provisions of this Agreement shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the day and date last signed.

\_\_\_\_\_  
John Duncan

\_\_\_\_\_  
Date 5/30/17

John Duncan, Director  
Portland Area Comprehensive Transportation System

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

\_\_\_\_\_  
Date \_\_\_\_\_

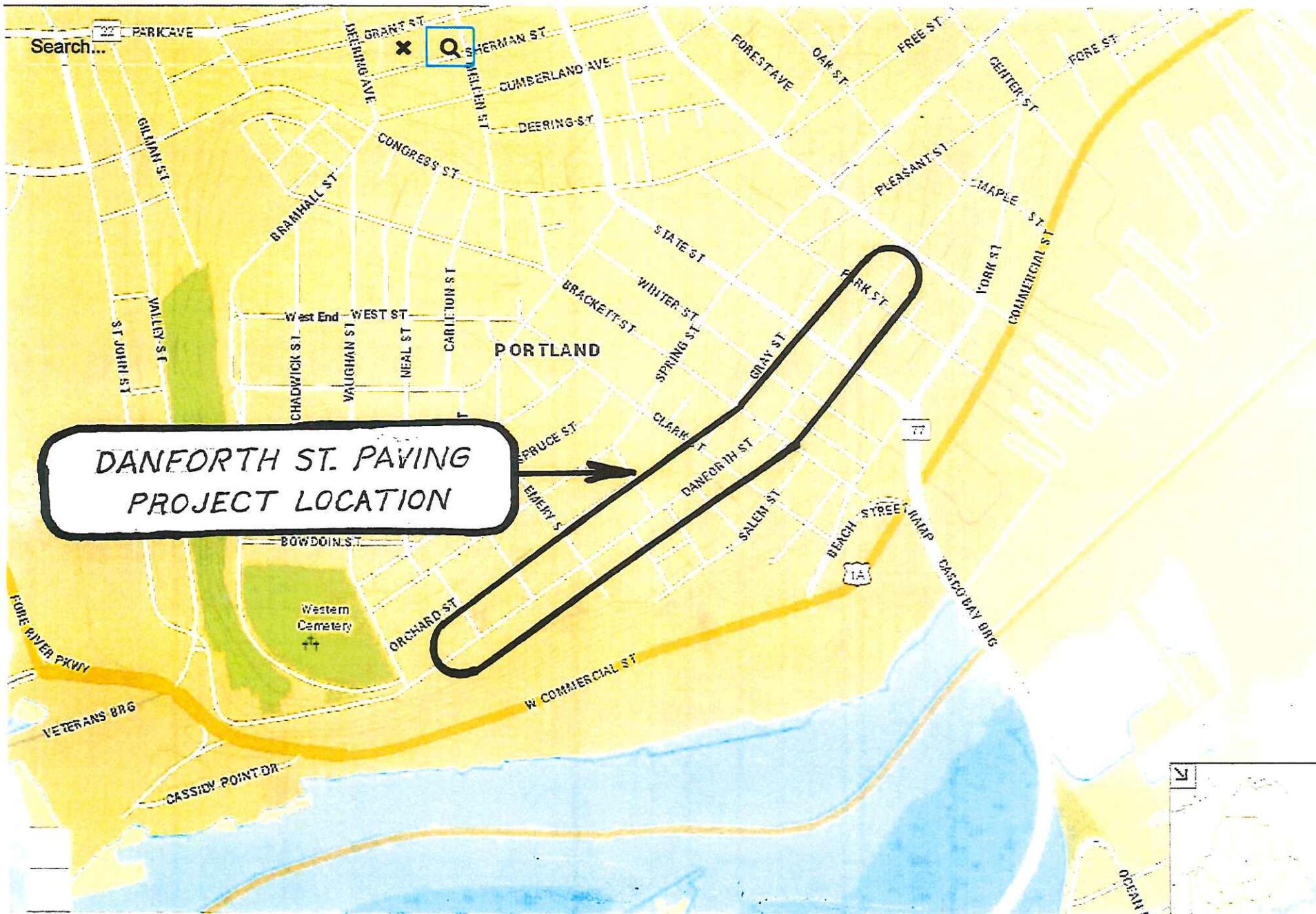
Jon Jennings, City Manager  
Municipality of Portland

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\_\_\_\_\_  
Date \_\_\_\_\_

Herb Thomson, Director, Bureau of Planning  
Maine Department of Transportation

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*Order 160-17/18  
Tab 13 2-21-18*

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 THE LEASE OF 94 FREE STREET AND  
THE SPRING STREET GARAGE REVENUE SHARING AGREEMENT WITH  
PORTLAND HOCKEY, LLC**

**ORDERED**, that the lease for the use of space at 94 Free Street with Portland Hockey, LLC is hereby approved, substantially in the form attached hereto; and

**BE IT FURTHER ORDERED**, that the Spring Street Garage Revenue Sharing Agreement with Portland Hockey, LLC is hereby approved, substantially in 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 the above documents.



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

**DATE:** February 7, 2018

**SUBJECT:** **Order Authorizing the City Manager to enter into a Lease Agreement for City-owned space at 94 Free Street and a Parking Revenue Sharing Agreement/Spring Street Garage with Portland Hockey LLC**

**SPONSOR:** Economic Development Committee/Meeting held on February 6, 2018 and the vote was 3-0 to recommend approval to the City Council.

**COUNCIL MEETING DATE ACTION IS REQUESTED:**  
**1<sup>st</sup> reading and final action:** February 21, 2018

**Can action be taken at a later date:**  Yes  No (If no why not?)

**PRESENTATION:** Greg Mitchell/5 Minutes

**I. ONE SENTENCE SUMMARY**

A space Lease Agreement and Parking Garage Revenue Sharing Agreement are proposed with Portland Hockey LLC (the Maine Mariners hockey team) in the City owned Spring Street Parking Garage to support the start-up of an Eastern Conference Hockey League (ECHL) Team.

**II. AGENDA DESCRIPTION**

Since the departure of the Portland Pirates mid-2016, 2,415 square feet of available commercial ground level space located at 94 Free Street has been marketed by City staff and a commercial broker with very little commercial interest. Filling this space with the Maine Mariners supports the start-up of the ECHL team to play their games at the Cross Insurance Arena.

Additionally, an Agreement to share Maine Mariner game day revenue is proposed similar to the past City agreement with the Pirates, and current agreements with the Red Claws and Sea Dogs.

Both the Lease and the Parking Garage Revenue Sharing Agreement have been negotiated under the direction of the EDC during 2017.

***Proposed Lease Agreement Highlights:*** The proposed term is up to fifteen years, with rental starting at \$2.00 per square foot, or \$4,830 annually, and ending at \$8.00 per square foot in years 12 to 15, or \$19,320 annually.

***Proposed Parking Revenue Sharing Agreement Highlights:*** The proposed term is up to fifteen years to match the space Lease and Maine Mariners Lease with the Cross Insurance Arena.

The game night parking rate is \$8.00 per car for the 2018/2019 hockey season, which may be adjusted thereafter by mutual agreement.

**Revenue Share:** For the first seven (7) years, Maine Mariners to receive game day revenue minus security and City staff expenses. Starting year eight (8), game day revenue will be the lesser of the average Revenue Share for the sixth and seven year or all parking garage revenue minus security and City staff expenses. This approach is designed to increase the City's share starting in year eight if game attendance increases from previous years six and seven.

**Game Use of Garage:** Team players, coaches, and staff will receive complimentary parking passes for hockey related activities.

**Season Tickets:** Maine Mariners to provide the City four season tickets at no cost.

### **III. BACKGROUND**

Since the departure of the Portland Pirates, 2,415 square feet of available commercial ground level space located at 94 Free Street has been marketed by City staff and a commercial broker with very little commercial interest.

Past rent terms associated with the Pirates Lease were \$1.00 annually in 2006, which was increased to \$14,490 annually in 2011, and a subsequent increase to \$23,255.84 annually in 2016. Also, it is noted that the Pirates Lease included fifteen (15) parking spaces in the Spring Street Parking Garage at no cost until year 2010.

Filling this space with the Maine Mariners supports the start-up of the ECHL team to play their games at the Cross Insurance Arena.

Additionally, an Agreement to share Maine Mariner game day revenue is proposed similar to the past City agreement with the Pirates, and current agreements with the Red Claws and Sea Dogs.

Both the Lease and the Parking Garage Revenue Sharing Agreement have been negotiated under the direction of the EDC during 2017.

#### IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

EDC and City Council approval of the Proposed Lease and Parking Garage Revenue Sharing Agreement.

#### IV. FINANCIAL IMPACT

##### **Highlights of the 94 Free Street Space Lease include:**

**Term:** Up to fifteen (15) years to match the Maine Mariners Lease at the Cross Insurance Arena.

- Rent:**
- i. Years 1-3: \$4,830 annually or \$2.00 per square foot.
  - ii. Years 4-7: \$12,075 annually or \$5.00 per square foot.
  - i. Years 8-11: \$14,490 annually or \$6.00 per square foot.
  - ii. Years 12-15: \$19,320 annually or \$8.00 per square foot.

**Parking:** No employee parking is provided with this Lease. Any parking in the Spring Street Parking Garage or other City facility will be at market rate.

##### **Highlights of the Proposed Spring Street Parking Garage Revenue Sharing Agreement include:**

**Term:** Fifteen years to match the space Lease and Maine Mariners Lease with the Cross Insurance Arena.

**Fees:** The game night parking rate is \$8.00 per car for the 2018/2019 hockey season. Thereafter, the game rate may be adjusted by mutual agreement.

**Revenue Share:** For the first seven (7) years, Maine Mariners to receive game day revenue minus security and City staff expenses. Starting year eight (8), game day revenue will be the lessor of the average Revenue Share for the sixth and seven year or all parking garage revenue minus security and City staff expenses. This approach is designed to increase the City's share starting in year eight if game attendance increases from previous years six and seven.

**Game Use of Garage:** Team players, coaches, and staff will receive complimentary parking passes for hockey related activities.

**Season Tickets:** Maine Mariners to provide the City four season tickets at no cost.

#### V. STAFF ANALYSIS

Based upon the challenges of the leasing 94 Free Street space, City staff recommends approval of the proposed Lease Agreement. Additionally, City staff recommends approval of the proposed Spring Street Parking Garage Revenue Sharing Agreement on the basis of other Portland sport team agreements.

## **VI. RECOMMENDATION**

Staff recommends approval of both the proposed Lease and Parking Garage Revenue Sharing Agreement.

## **VII. LIST ATTACHMENTS**

- Proposed Lease
- Proposed Parking Revenue Sharing Agreement

LEASE AGREEMENT

This Lease is made as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between PORTLAND HOCKEY, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 94 Free Street, Portland Maine (hereinafter referred to as "Tenant"), and CITY OF PORTLAND, a Maine Municipality having its principal place of business at 389 Congress St., Portland, Maine (hereinafter sometimes referred to as "Landlord" and sometimes as "City").

WHEREAS, the Tenant owns an East Coast Hockey League team, which leases use of the Cross Insurance Arena for practices, games and other team-related activities under a Hockey Lease Agreement dated June 13, 2017 ("Hockey Lease") between Tenant and Cross Insurance Arena (A.K.A. Cumberland County Civic Center) of Portland, Maine; and

WHEREAS, Tenant is in need of office space; and

WHEREAS, Landlord owns real property located at 94 Free Street, Portland, Maine, which is a portion of the Spring Street Building/Garage described below (said portion hereinafter referred to as "Premises"), and desires to lease said Premises to Tenant upon certain terms and conditions set forth herein; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises.

Landlord does hereby lease, demise and let unto Tenant certain portions of the City Building/Garage at 94 Free Street in Portland, Maine, namely the 2,415+/- sq. ft. office space on the first floor of said Garage generally depicted on the diagram attached hereto as Exhibit A, incorporated herein by reference, subject to the conditions and covenants hereinafter provided. Tenant agrees to accept the Demised Premises in "as is" condition without representation or warranty by Landlord as to its condition or fitness for a particular purpose.

2. Term.

- a. The term of this Lease shall commence \_\_\_\_\_, (the "Commencement Date") and thereafter shall run concurrent with the term of the Hockey Lease such that, subject to the early termination rights set forth

herein, this Agreement shall expire upon expiration or termination of the Hockey Lease.

- b. Any holding over by Tenant at the expiration or earlier termination of this Lease or any extension thereof shall not constitute a renewal of the Lease, but at Landlord's election such holding over shall result in a tenancy-at-will from month to month at the same rent in effect at the expiration of the Lease.

3. Rent.

- a. For the first three years of the lease, the Tenant shall pay to the Landlord as Annual Rent hereunder the sum of Four Thousand Eight Hundred Thirty Dollars NNN (\$4,830).
- b. If the term of the lease is still in effect, the rent for years 4-15 shall be as set forth in the schedule below:
  - i. Years 4-7: \$12,075 annually;
  - ii. Years 8-11: \$14,490 annually;
  - iii. Years 12-15: \$19,320 annually.
- c. This annual rent shall be paid in advance on or before the 1<sup>st</sup> of each month in twelve (12) monthly installments, and prorated for the fraction of any month.

4. Parking

No parking is included in this Lease. If Tenant's employees desire to park in the Spring Street Parking Garage, or any other City parking facility, they shall be responsible for paying the applicable market rate for all such parking, subject to any other agreements reached between the parties.

5. Obligations of Landlord.

The Landlord shall provide, at Landlord's expense the following services:

- a. Maintenance and repair of the roof, exterior walls and structure of the building of which the Premises are a part, reasonable wear and tear, damage by fire and other casualty only excepted. Provided, however, that if such maintenance or repair is made necessary by fault or neglect of the Tenant or the employees, contractors, agents or invitees of Tenant, such maintenance or repair shall be at the expense of the Tenant and Tenant shall pay all costs therefor.

- b. Maintenance of any Building common areas and any exterior Building grounds and all walkways, including snow and ice removal from the Municipal Parking Garage.
- c. If, during the term of the Lease, it becomes necessary to replace the HVAC system existing in the Premises at the commencement of this Lease, Tenant may do so in its discretion, and, if Tenant decides to do so, Landlord shall contribute the lesser of (1) 50% of documented expenses for a replacement HVAC system or (2) \$5,000.00.
- d. Except as specifically set forth herein, Landlord shall have no obligation to maintain, repair, or replace any aspect of the Premises.

6. Obligations of Tenant.

The Tenant, at the Tenant's sole expense shall:

- a. Determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the Premises for Tenant use.
- b. Subject to Landlord's obligations above, provide all HVAC Mechanical Equipment and Fit-up Improvements and be responsible for the cost of any modifications to existing mechanical equipment to serve the Premises along with any fit-up improvements.
- c. Submit any and all intended modifications to the Premises to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.
- d. Maintain and keep in good repair (normal wear and tear and damage by fire and other casualty excepted) all aspects of the Premises, including windows and doors, air conditioning/heating system, plumbing, electrical and communication lines, as well any portions of such utility systems used exclusively for the Premises and located in the Building/Garage but outside the Premises. Casualty damage to windows and doors shall be the responsibility of the Tenant.
- f. Properly bag and remove all trash and garbage.
- g. Provide and be responsible for all cleaning and janitorial services within the Premises (only), including the cleaning of exterior windows for the Premises.

- h. Pay and be responsible for all costs associated with utilities pertaining to the Premises including but not limited to all expenses relating to its use of telephone/communication services, internet, electricity, gas, heat, cooling, water and sewer and any submeters required for those utilities.
- i. Replace rugs and repaint the Premises if and when it chooses in its sole discretion.
- j. Tenant shall make no improvements to Premises without prior written approval of Landlord.

7. Use of Premises.

During the term of this Lease, the Premises may be used by Tenant for office and retail space and for no other purposes. Tenant must at all times comply with all applicable federal, state, and local laws, ordinances, codes, regulations and other requirements in its use of the Premises.

8. Assignment/Subletting.

Tenant shall not be permitted to assign this lease or sublet space without the express written consent of Landlord.

9. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty not caused by the Tenant's use of the Premises, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Landlord. Provided, however, in the event that restoration is not reasonably possible within ninety (90) days after the occurrence of such damage or destruction, then either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Tenant shall be responsible for covering the equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to Tenant's property, equipment and/or supplies while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant

shall defend, indemnify and hold the Landlord harmless from any claim arising out of or relating to any damage, loss or casualty to its property, equipment and/or supplies while at the Premises. Any casualty insurance obtained by Tenant for its property, equipment or supplies at the Premises shall include a waiver of subrogation against the Landlord.

10. Return of Premises; Trade Fixtures.

Tenant, at the expiration of the Lease term or earlier termination of this Lease, shall peaceably yield up to Landlord the Premises including any renovations or leasehold improvements installed by Tenant during the term hereof, in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties excepted. Tenant shall have the right to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant.

11. Signage.

Tenant, at its sole expense, shall have the right to erect a sign on the Building provided it obtains all necessary permits and approvals. Final design and location of exterior signs shall be subject to Landlord's written approval, which approval shall not be unreasonably delayed or withheld, and shall be in accordance with all local and state governmental laws, ordinances, codes and regulations.

12. Insurance.

The Tenant will maintain at all times during its use and occupancy of the Premises adequate occurrence-based insurance coverage of not less than Two Million Dollars (\$2,000,000) per occurrence for commercial general liability including personal injury and property damage; workers compensation insurance in the amount required by Maine law, including a waiver of subrogation rights; and occurrence-based fire legal liability insurance in the minimum amount of Two Million Dollars (\$2,000,000). The minimum limit 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.

The Tenant shall furnish the Landlord with certificates of insurance indicating compliance with this paragraph in a form satisfactory to Landlord. The certificates shall provide that the coverage may not be cancelled without thirty (30) days advance notice of cancellation to the Landlord, and the Landlord shall be named as an additional insured on all liability policies, but only to the extent caused by, or resulting from, the negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees and/or contractors. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent

acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors. Tenant shall be responsible for any and all deductible and self-insured retentions under its policies. Tenant's policies shall be primary and any of Landlord's insurance policies shall be noncontributory.

13. Indemnity.

- a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation pertaining to hazardous substances, except to the extent that such claims are caused by a negligent act or omission of the Landlord, its officers, agents, servants or employees.

Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

Without limiting the foregoing, to the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the Premises or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.

- c. Covenant against liens: Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord,

Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.

- d. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

14. Covenants of Landlord.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Lease, and that the Lease is signed by a duly authorized individual.

15. Default.

- a) The occurrence of any of the following shall be an event of default under this Lease (each, an "Event of Default"):
  - i) Failure of Tenant to pay rent, or any other amount due hereunder, within 10 days after the due date for such payment.
  - ii) Failure of a Party to perform any obligations or comply with any terms or conditions under this Lease (other than a payment default described in subsection (i) above) and such failure continues for a period of fifteen (15) days from such Party's receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.
  - iii) Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.
- b) Upon a party's default and failure to cure, the other party shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease.
- c) Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of hereof. If this lease is terminated due to a Tenant uncured default, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination, as well as all Rent for the remainder of the term as and when it shall come due. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and

demands, including reasonable attorneys' and consultants' fees, that are incurred by Landlord in enforcing the provisions of this Lease.

16. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant:

Portland Hockey, LLC  
94 Free Street  
Portland, ME 04101  
Attn: General Manager

To Landlord:

City Manager  
City of Portland  
389 Congress Street  
Portland, Maine 04101  
cc: Parking Manager, same address  
Corporation Counsel, same address.

17. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

18. Inspection and Entry.

The Landlord and/or its agents, may, with reasonable notice, enter to view, show and make any repairs or inspection of the Premises. The Landlord shall have the right of immediate entry without notice in the event of any emergency or if the Tenant fails to pay rent, commits waste, or otherwise fails to comply with terms and conditions hereof.

19. Entire Agreement.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, warranties, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

20. Severability.

Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

21. Successors Bound.

The terms, covenants and agreements herein contained shall be for the benefit of and be obligatory upon the heirs, successors and assigns of the respective parties hereto.

22. Termination For Convenience.

Either party may terminate this Lease on one hundred eighty (180) days' written notice to the other. Upon the effective date of such notice, the Lease shall be terminated with no further obligations hereunder.

23. Governing Law; jurisdiction.

This Lease shall be governed by and construed in accordance with the laws of the State of Maine. All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of Cumberland County, State of Maine.

24. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

25. Counterparts.

This Agreement may be signed in any number of counterparts, which, together, shall represent a fully executed original as if signed by both Parties.

26. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any

succeeding or other breach hereunder. Nothing in this Agreement constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Landlord, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and nothing in this Agreement shall constitute a waiver of other privileges or immunities that may be available to the Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

PORTLAND HOCKEY, LLC

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

CITY OF PORTLAND

\_\_\_\_\_

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

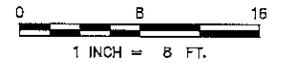
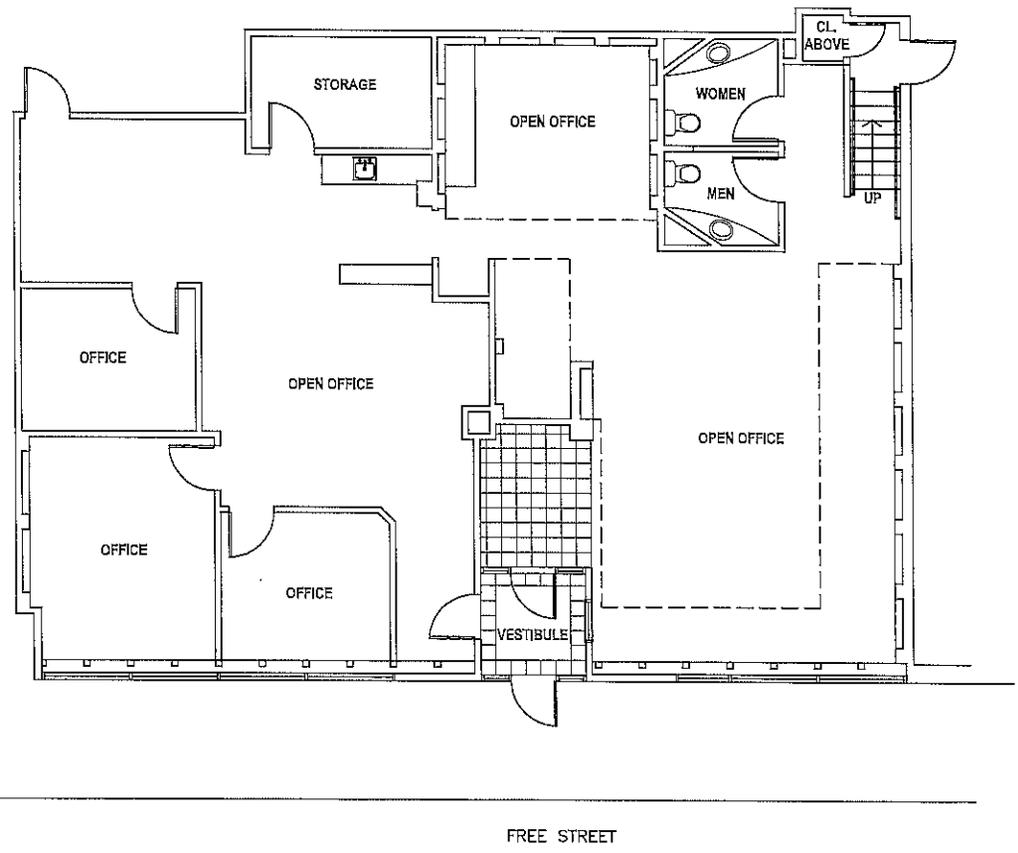
Jon P. Jennings  
Its City Manager

Approved as to form:

Approved as to funds:

\_\_\_\_\_  
City Corporation Counsel's Office

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



15 of 19

**CANAL STUDIO**  
 5  
 Div-Canal Plaza, Suite 505  
 Portland, Maine 04101

Scale:	1/8"=1'-0"
CS5 Project No.:	15001

Project Title

EXISTING CONDITIONS  
94 FREE STREET - PORTLAND, ME

02.01.2018

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
PORTLAND HOCKEY, LLC  
RE: PARKING AT SPRING STREET GARAGE**

This **AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PORTLAND**, a body politic and corporate with an address of 389 Congress Street, Portland, Maine 03101 (hereinafter the "**CITY**"), and the **PORTLAND HOCKEY, LLC**, a limited liability company, organized and existing under the laws of the State of Delaware, having a place of business at 94 Free Street, Portland Maine (hereinafter the "**TEAM**").

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

**WHEREAS**, the **TEAM** is an East Coast Hockey League team leasing use of the Cross Insurance Arena for practices, games and other **TEAM**-related activities under a Hockey Lease Agreement dated June 13, 2017 ("Hockey Lease") between **TEAM** and Cross Insurance Arena (A.K.A. Cumberland County Civic Center) of Portland, Maine; and

**WHEREAS**, the **CITY** and **TEAM** are parties to a certain Lease Agreement dated \_\_\_\_\_ (the "Lease") for certain space located at 94 Free Street, Portland, Maine, which is a portion of the City's Spring Street Garage (the "Garage"); and

**WHEREAS**, the City owns and operates the Garage; and

**WHEREAS**, the **CITY** and **TEAM** desire to enter into an agreement related to parking at the Garage and revenue from Team hockey game attendees during the term of the Lease;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Scope:** This Agreement governs the use of the Garage by the **TEAM** and its hockey game attendees during the term of the Lease.
2. **Term and Option to Extend.** The term of this Agreement shall commence on \_\_\_\_\_, 2018 (the "Commencement Date") and thereafter shall run concurrent with the term of the Hockey Lease such that this Agreement shall expire upon expiration or termination of the Hockey Lease.
3. **Fees; Revenue Share:** The parking rate for **TEAM** games shall be \$8.00 per car for the 2018-19 hockey season. Thereafter, such rate may be adjusted subject to the mutual agreement of the **TEAM** and the **CITY**; provided, however, that in the event that the parties do not reach such agreement, the **CITY** may increase the parking rate in its reasonable discretion after the seventh anniversary of the Commencement Date. During the first seven years of this Agreement, all parking revenue collected at the Garage from **TEAM** game attendees, net of security expenses and staff expenses incurred by the **CITY** in operating the Garage during such games, shall be paid to the **TEAM** in arrears on a monthly basis, together with an accounting of such fee (the "Revenue Share"). In the event that this Agreement remains in effect for more than seven years, then, beginning on the seventh anniversary of the Commencement Date of this Agreement, the Revenue Share to be paid to the **TEAM** for each game will be the lesser of (1) the average of the Revenue Share for the sixth and seventh years of this Agreement on a per game basis (which shall be calculated by dividing the total amount of the Revenue Share for the sixth and seventh years of the Agreement by the total number of home games during the sixth and seventh years of the Agreement), or (2) all parking revenue collected at the Garage from **TEAM** game attendees, net of security expenses and staff expenses incurred by the **CITY** in operating the Garage during such games.
4. **Garage Use:**
  - a. People attending the **TEAM**'s regular, pre-season, and playoff games may park at the Spring Street Garage during the term of this Agreement as space allows. Nothing in this Agreement guarantees that any parking spaces will be available in the Garage at any given time for **TEAM** players, coaches, staff, or the **TEAM**'s game attendees.
  - b. **TEAM** players, coaches, and staff will receive complimentary parking (hang tags) provided by the **TEAM** and approved by the **CITY**'s Parking Division for only the following hockey-related activities that the players, coaches, and staff are required to attend:
    - Training camp
    - Team Practices
    - Games

- Physical therapy
- Other team requirements

Players shall not receive complimentary parking for friends, relatives, or any non-hockey uses.

TEAM players, coaches, and staff shall park above Level A in the Garage at all times to provide turn-over parking for garage patrons, as well as customers using the Civic Center Box Office.

Notwithstanding anything to the contrary in this Agreement, except as specifically set forth herein, nothing in this Agreement provides, or is intended to provide, free parking or any parking privileges to the TEAM's employees who work in the TEAM's office space that is the subject of the Lease.

- c. **TEAM's** vehicles may be left in the Garage overnight, but will be retrievable only during the Garage's normal operating hours.
  - d. The TEAM shall create complimentary game day parking hang tags or vouchers for use by TEAM office personnel, the spouses or domestic partners of TEAM players, and others. Such hang tags or vouchers shall be good only on game days from 4 hours before the game until the end of the game. The tags or vouchers shall be subject to approval by the Parking Division. Such tags or vouchers do not guarantee availability of parking spaces, only that if space is available, parking will be complimentary.
  - e. **TEAM** management will reinforce on a regular basis with **TEAM** players and staff that all complimentary parking under this Agreement is a privilege, not a right.
  - f. ALL other parking validated by TEAM including student interns will be billed to the TEAM. The Parking Division will provide the TEAM a validation stamp for this purpose.
5. During the term of this Agreement, the **TEAM** shall provide the equivalent of four season tickets at no charge to **CITY** for promotional use.
6. **Assignment.** This Agreement and the rights hereunder may not be assigned.
7. The **CITY** shall be solely responsible for operating the Garage and **TEAM** shall have no liability for any claims, costs, lawsuits or liabilities arising out of the City's operation of the Garage.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized and **PORTLAND HOCKEY, LLC** has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

**WITNESS:**

\_\_\_\_\_

**CITY OF PORTLAND**

By: \_\_\_\_\_  
Jon P. Jennings  
Its City Manager

**WITNESS:**

\_\_\_\_\_

**PORTLAND HOCKEY, LLC**

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

\_\_\_\_\_  
(Print or type name)

Its: \_\_\_\_\_

Approved as to form:

Approved as to funds:

\_\_\_\_\_  
City Corporation Counsel's Office

\_\_\_\_\_  
City Finance Department

*Order 161-17/18  
Feb 14 2-21-18*

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 2002 WATERFRONT TAX INCREMENT  
FINANCING DISTRICT BY ADDING THE WEX PROJECT SITE AND THE  
UNION WHARF PROJECT SITE TO THE DISTRICT**

**ORDERED,** that the 2002 Waterfront Tax Increment Financing District (as adopted by Order 185-01/02, and amended by Orders 173-02/03, 254/04-05, 238-05/06, 223-06/07; 241-07/08, 261-08/09, 216-09/10, 237-09/10, 222-10/11 and 182-11/12) is hereby amended by adding to the district the property comprised by the WEX project site and by the Union Wharf project site (19-A-14, 31-K-3, and 31-K-103); 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**

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

**FROM:** Greg Mitchell, Economic Development Director

**DATE:** February 7, 2018

**SUBJECT:** **Order Authorizing Amendment to the Waterfront Tax Increment Financing (TIF) District to Add Parcels 19-A-14 (WEX) Project Site), and 31-K-3 and 31-K-103 (Union Wharf Project Site) to the District**

**SPONSOR:** Economic Development Committee meeting held on February 6, 2018, and the vote was 3-0 to recommend approval to the City Council.

**COUNCIL MEETING DATE ACTION IS REQUESTED:**

**1<sup>st</sup> reading:** February 21, 2018    **Public Hearing and Final Action:** March 5, 2018

**Can action be taken at a later date:** \_\_\_ Yes    \_\_\_ **X** \_\_\_ No (If no why not?) This is a two-reading item, with the public hearing legal notice advertised for the March 5, 2018, City Council meeting.

**PRESENTATION:** Greg Mitchell/5 Minutes

**I. ONE SENTENCE SUMMARY**

The proposed amendment to the Waterfront TIF District adds parcels 19-A-14, 31-K-3, and 31-K-103 to the District which will capture TIF revenues from developments currently under construction.

**II. AGENDA DESCRIPTION**

On March 18, 2002, the Portland City Council approved the ten-year Waterfront TIF District at 1% capture the first year, followed by 100% capture for the remaining nine years, for the City to retain increased property tax revenue for specified municipal public infrastructure investment. This was followed by an amendment by the City Council on June 7, 2010, for the purposes of:

- Extending the term by 20 years, through FY2032, at the 100% capture rate;
- Reducing the number of TIF investment options;
- Authorize the use of Credit Enhancement Agreements (CEA) within the Waterfront Central Zone; and,
- Established a Sub-District and authorize a CEA with the Developer in furtherance of the Cumberland Cold Storage Project at the specified capture rates.

At this time, there are currently two projects under construction in the Waterfront TIF District that could provide additional TIF revenue for the District as of April 1, 2018, particularly the WEX office construction project at Hancock and Thames Streets, and the mixed use development at Union Wharf which includes office, restaurants, food court, and open market.

In adding these parcels to the Waterfront TIF District, the City would realize additional tax sheltering savings at approximately \$145,000 yearly for the duration of the District, over and above the estimated \$220,000 annual tax sheltering savings the District now supports.

Additional TIF proceeds for municipal use with the added TIF districts would produce an estimated \$495,000 annually, over and above the current estimated annual TIF proceeds at \$540,000.

It is noted that later this year City staff intends to recommend adding additional waterfront properties to the TIF District located on Portland's East and West End.

### **III. BACKGROUND**

On March 18, 2002, the Portland City Council approved the ten-year Waterfront TIF District at 1% capture the first year, followed by 100% capture for the remaining nine year, for the City to retain increased property tax revenue for specified municipal public infrastructure investment. This was followed by an amendment by the City Council on June 7, 2010, for the purposes of:

- Extending the term by 20 years, through FY2032, at the 100% capture rate;
- Reducing the number of TIF investment options;
- Authorize the use of Credit Enhancement Agreements (CEA) within the Waterfront Central Zone; and,
- Established a Sub-District and authorize a CEA with the Developer in furtherance of the Cumberland Cold Storage Project at the specified capture rates.

At this time, there are currently two projects under construction in the Waterfront TIF District that could provide additional TIF revenue for the District as of April 1, 2018, particularly the WEX office construction project at Hancock and Thames Streets, and the mixed use development at Union Wharf which includes office, restaurants, food court, and open market.

It is noted that later this year City staff intends to recommend adding additional waterfront properties to the TIF District located on Portland's East and West End.

#### IV. INTENDED RESULT

The intended result is for the Economic Development Committee (EDC) to recommend to the City Council amending the TIF District by adding parcels 19-A-14, 31-K-3 and 31-K-103 which would increase TIF revenues the City could realize for investment in public infrastructure projects and Economic Development Department staffing costs.

#### V. FINANCIAL IMPACT

In adding these parcels to the Waterfront TIF District, the City would realize increased savings (tax shelter benefits) associated with Portland's State education aid, State municipal revenue sharing reductions, and savings in the County funding formula. The average tax shelter for Portland is 30%, meaning that for every new property tax dollar, Portland loses 30 cents.

In a review of the estimated savings for the Original TIF District for 30 years, the Sub-District for 20 years, and the Added Parcels for 2018 for the remainder of the District – or 14 years, please see below:

##### *Estimated Tax Sheltering Savings*

Original TIF District:	\$4,876,807, or \$162,560 yearly;
Sub-District:	\$1,177,205, or \$58,860 yearly;
Added Parcels in 2018:	\$2,033,122, or \$145,223 yearly; and,
Total of All Three Above:	\$8,087,134, or \$269,571 yearly.

City captured TIF revenue for investment fluctuates with the City budget process. To date through FY2018, this TIF District has generated property tax revenue as follows:

General Fund Taxes from Original Assessed Value or Base Value (OAV): \$2.34 Million;  
General Fund Taxes Non-Captured Value: \$2.89 Million  
TIF Proceeds: \$4.4 Million, which a portion – or 1 Million to date – has been paid to the CEA associated with the Cumberland Cold Storage project, and remaining goes into City TIF Account for investments – see table in Section V.

Estimates for the remaining term, from FY19 through FY32, at 100% captured value would provide for \$13 Million for City TIF Investments, less payments to the current CEA (Cumberland Cold Storage project) through FY31. This CEA TIF payment over the 20-year term has a maximum cumulative TIF payment is \$2,870,058. If these parcels were added, it would provide an additional estimate of \$6 Million for City investments or a total of \$19 Million through the life of the District.

#### VI. STAFF ANALYSIS AND RECOMMENDATION

##### **Specific Investments Allowed in Waterfront TIF District:**

Investment projects and estimates, by major category in this TIF District, include the following:

<b>Investment</b>	<b>Estimates</b>
<b>Capital Infrastructure Investments, for example:</b>	
- Pier and Wharf Structural Repair	\$3,200,000
- Local Match for Ocean Gateway Project	\$1,000,000
- Street Improvements (Remedy Traffic Congestion)	\$5,000,000
- Pedestrian Circulation and Amenity Improvements	\$750,000
- Dredging	\$10,000,000
- Credit Enhancement Agreements	Per Project
- City Economic Development Staff	\$50,000 Annually
<b>TOTAL:</b>	<b>\$20,450,000 –</b>
	<b>excluding CEA</b>
	<b>Projects</b>

Based upon the benefits of TIF sheltering and City investments allowed under this TIF District, staff recommends placing the additional properties - parcels 19-A-14, 31-K-3, and 31-K-103 - into the TIF District and sheltering 100% of the total increased assessed value for the remaining years of the District.

## VI. ATTACHMENTS

- Redlines to Waterfront TIF (without attachments)
- Clean Waterfront TIF (with attachments)

WATERFRONT TIF											
TIF Years 1 (FY2003) through 16 (FY2018) Actual Numbers; Years 18 (FY2019) through 30 (FY2032) Estimates.											
TIF Year	Tax Year-April 1	City Fiscal Year	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Municipal & Subdistrict* Project Account	City Non-Captured General Fund Revenues	General Fund Revenues from OAV	OAV
1	2002	2002/2003	\$11,533,350	1.00%	\$115,334	25.72	\$2,966	\$2,966	\$293,671	\$172,746	\$6,716,410
2	2003	2003/2004	\$8,966,860	1.00%	\$89,669	26.80	\$2,403	\$2,403	\$237,909	\$180,000	\$6,716,410
3	2004	2004/2005	\$11,941,340	1.00%	\$119,413	26.53	\$3,168	\$3,168	\$313,636	\$178,186	\$6,716,410
4	2005	2005/2006	\$14,041,400	35.38%	\$4,967,847	20.13	\$100,003	\$100,003	\$182,651	\$135,201	\$6,716,410
5	2006	2006/2007	\$18,576,750	1.00%	\$185,768	16.31	\$3,030	\$3,030	\$299,957	\$109,545	\$6,716,410
6	2007	2007/2008	\$20,681,160	100.00%	\$20,681,160	17.10	\$353,648	\$353,648	\$0	\$114,851	\$6,716,410
7	2008	2008/2009	\$20,050,110	62.00%	\$12,431,068	17.74	\$220,527	\$220,527	\$135,162	\$119,149	\$6,716,410
8	2009	2009/2010	\$20,010,560	79.00%	\$15,808,342	17.74	\$280,440	\$280,440	\$74,547	\$119,149	\$6,716,410
9	2010	2010/2011	\$18,984,350	58.00%	\$11,010,923	17.92	\$197,316	\$197,316	\$142,884	\$137,399	\$7,667,340
10	2011	2011/2012	\$24,027,810	74.00%	\$17,780,579	18.28	\$325,001	\$325,001	\$114,189	\$140,147	\$7,667,340
11	2012	2012/2013	\$30,830,260	74.00%	\$22,814,392	18.82	\$429,367	\$429,367	\$150,859	\$144,299	\$7,667,340
12	2013	2013/2014	\$30,953,530	91.00%	\$28,167,712	19.41	\$546,735	\$546,735	\$54,073	\$148,823	\$7,667,340
13	2014	2014/2015	\$32,962,740	73.00%	\$24,062,800	20.00	\$481,256	\$481,256	\$177,999	\$153,347	\$7,667,340
14	2015	2015/2016	\$33,758,670	69.00%	\$23,293,482	20.63	\$480,545	\$480,545	\$215,897	\$158,177	\$7,667,340
15	2016	2016/2017	\$33,959,500	66.00%	\$22,413,270	21.11	\$473,144	\$473,144	\$243,741	\$161,858	\$7,667,340
16	2017	2017/2018	\$34,620,320	66.00%	\$22,849,411	21.65	\$494,690	\$494,690	\$254,840	\$165,998	\$7,667,340
17	2018	2018/2019	\$36,366,140	100.00%	\$36,366,140	22.08	\$803,073	\$803,073	\$0	\$182,930	\$8,283,770
18	2019	2019/2020	\$53,203,890	100.00%	\$53,203,890	22.52	\$1,198,400	\$1,198,400	\$0	\$186,589	\$8,283,770
19	2020	2020/2021	\$53,205,390	100.00%	\$53,205,390	22.98	\$1,222,402	\$1,222,402	\$0	\$190,321	\$8,283,770
20	2021	2021/2022	\$53,820,282	100.00%	\$53,820,282	23.43	\$1,261,260	\$1,261,260	\$0	\$194,127	\$8,283,770
21	2022	2022/2023	\$54,441,322	100.00%	\$54,441,322	23.90	\$1,301,330	\$1,301,330	\$0	\$198,010	\$8,283,770
22	2023	2023/2024	\$55,068,573	100.00%	\$55,068,573	24.38	\$1,342,650	\$1,342,650	\$0	\$201,970	\$8,283,770
23	2024	2024/2025	\$55,702,096	100.00%	\$55,702,096	24.87	\$1,385,258	\$1,385,258	\$0	\$206,009	\$8,283,770
24	2025	2025/2026	\$56,341,955	100.00%	\$56,341,955	25.37	\$1,429,194	\$1,429,194	\$0	\$210,130	\$8,283,770
25	2026	2026/2027	\$56,988,212	100.00%	\$56,988,212	25.87	\$1,474,499	\$1,474,499	\$0	\$214,332	\$8,283,770
26	2027	2027/2028	\$57,640,932	100.00%	\$57,640,932	26.39	\$1,521,215	\$1,521,215	\$0	\$218,619	\$8,283,770
27	2028	2028/2029	\$58,300,179	100.00%	\$58,300,179	26.92	\$1,569,386	\$1,569,386	\$0	\$222,991	\$8,283,770
28	2029	2029/2030	\$58,966,019	100.00%	\$58,966,019	27.46	\$1,619,056	\$1,619,056	\$0	\$227,451	\$8,283,770
29	2030	2030/2031	\$59,638,517	100.00%	\$59,638,517	28.01	\$1,670,271	\$1,670,271	\$0	\$232,000	\$8,283,770
30	2031	2031/2032	\$60,317,739	100.00%	\$60,317,739	28.57	\$1,723,080	\$1,723,080	\$0	\$236,640	\$8,283,770
<b>30 Year TIF Total</b>			<b>\$1,135,899,957</b>		<b>\$996,792,419</b>		<b>\$23,915,311</b>	<b>\$23,915,311</b>	<b>\$2,892,014</b>	<b>\$5,260,995</b>	
<b>30 Year Average:</b>			<b>\$37,863,332</b>		<b>\$33,226,414</b>		<b>\$797,177</b>	<b>\$797,177</b>	<b>\$96,400</b>	<b>\$175,366</b>	

\*Subdistrict is Merrill's Wharf/Cumberland Cold Storage Project TIF CEA with a 20-year term and average capture at 55%, with a maximum cumulative TIF payment set at \$2,870,058.

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model for WTIF TIF Years 1 (FY2003) through 16 (FY2018) Actual Numbers; Years 18 (FY2019) through 30 (FY2032) Estimates.**

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
1	2002	2002/2003	\$11,533,350	\$115,334	\$0	\$70	\$63	\$133
2	2003	2003/2004	\$8,966,860	\$89,669	\$0	\$55	\$49	\$103
3	2004	2004/2005	\$11,941,340	\$119,413	\$0	\$73	\$65	\$138
4	2005	2005/2006	\$14,041,400	\$4,967,847	\$13,744	\$3,026	\$2,706	\$19,476
5	2006	2006/2007	\$18,576,750	\$185,768	\$1,028	\$113	\$101	\$1,242
6	2007	2007/2008	\$20,681,160	\$20,681,160	\$171,654	\$12,596	\$11,259	\$195,509
7	2008	2008/2009	\$20,050,110	\$12,431,068	\$103,178	\$7,571	\$6,769	\$117,518
8	2009	2009/2010	\$20,010,560	\$15,808,342	\$131,209	\$9,629	\$8,607	\$149,445
9	2010	2010/2011	\$18,984,350	\$11,010,923	\$91,391	\$6,707	\$5,996	\$104,093
10	2011	2011/2012	\$24,027,810	\$17,780,579	\$147,579	\$10,830	\$9,681	\$168,089
11	2012	2012/2013	\$30,830,260	\$22,814,392	\$189,359	\$13,896	\$12,420	\$215,675
12	2013	2013/2014	\$30,953,530	\$28,167,712	\$233,792	\$17,156	\$15,332	\$266,281
13	2014	2014/2015	\$32,962,740	\$24,062,800	\$199,721	\$14,656	\$13,099	\$227,477
14	2015	2015/2016	\$33,758,670	\$23,293,482	\$193,336	\$14,188	\$12,681	\$220,204
15	2016	2016/2017	\$33,959,500	\$22,413,270	\$186,030	\$13,651	\$12,202	\$211,883
16	2017	2017/2018	\$34,620,320	\$22,849,411	\$189,650	\$13,917	\$12,439	\$216,006
17	2018	2018/2019	\$36,366,140	\$36,366,140	\$301,839	\$22,150	\$19,791	\$343,780
18	2019	2019/2020	\$53,203,890	\$53,203,890	\$441,592	\$32,405	\$28,942	\$502,940
19	2020	2020/2021	\$53,205,390	\$53,205,390	\$441,605	\$32,405	\$28,943	\$502,953
20	2021	2021/2022	\$53,820,282	\$53,820,282	\$446,708	\$32,781	\$29,277	\$508,766
21	2022	2022/2023	\$54,441,322	\$54,441,322	\$451,863	\$33,159	\$29,615	\$514,637
22	2023	2023/2024	\$55,068,573	\$55,068,573	\$457,069	\$33,541	\$29,955	\$520,566
23	2024	2024/2025	\$55,702,096	\$55,702,096	\$462,327	\$33,927	\$30,299	\$526,554
24	2025	2025/2026	\$56,341,955	\$56,341,955	\$467,638	\$34,317	\$30,647	\$532,602
25	2026	2026/2027	\$56,988,212	\$56,988,212	\$473,002	\$34,710	\$30,998	\$538,711
26	2027	2027/2028	\$57,640,932	\$57,640,932	\$478,420	\$35,108	\$31,353	\$544,880
27	2028	2028/2029	\$58,300,179	\$58,300,179	\$483,891	\$35,509	\$31,711	\$551,112
28	2029	2029/2030	\$58,966,019	\$58,966,019	\$489,418	\$35,915	\$32,072	\$557,405
29	2030	2030/2031	\$59,638,517	\$59,638,517	\$495,000	\$36,325	\$32,438	\$563,762
30	2031	2031/2032	\$60,317,739	\$60,317,739	\$500,637	\$36,738	\$32,806	\$570,182
<b>30 Year TIF Total</b>			<b>\$1,135,899,957</b>	<b>\$996,792,419</b>	<b>\$8,242,682</b>	<b>\$607,123</b>	<b>\$542,317</b>	<b>\$9,392,123</b>
<b>30 Year TIF Average</b>			<b>\$37,863,332</b>	<b>\$33,226,414</b>	<b>\$274,756</b>	<b>\$20,237</b>	<b>\$18,077</b>	<b>\$313,071</b>

TIF Model - Actual FY03 thru FY18 and Est FY19 thru FY32



Economic Development Department  
Gregory A. Mitchell, Director

**MEMORANDUM**

**TO:** Mayor and Members of the City Council  
**FROM:** Greg Mitchell, Economic Development Director  
**DATE:** February 7, 2018  
**SUBJECT:** TIF Example Requested by Mayor Strimling

During the Economic Development Committee’s review of the proposed amendments to the Waterfront TIF District, Mayor Strimling asked for an example of a TIF District.

I offer the following:

An existing parcel of vacant land is currently assessed at: \$200,000

The mill rate is .020 for the town, so real estate taxes would be: \$4,000 Annually

A developer wants to build a new building and a TIF Application is approved. The Original Assessed Value (OAV) is set \$200,000.

After construction, the new building added \$800,000 in taxable value to make the new total assessment \$1,000,000. The new taxes at the .020 mill rate would be \$20,000. The property owner will receive an annual tax bill for \$20,000.

The new total assessment of \$1,000,000 minus the OAV of \$200,000 equals the Increased Assessed Value (IAV) or \$800,000. Taxes for the IAV \$800,000 at the .020 mill rate would equal \$16,000 annually.

Taxes from this IAV are now sheltered at 50% and “captured” to support the TIF in whatever language was approved for captured taxes to be applied.

Assuming the TIF District has a capture rate of 50% and stipulates that the 50% is the Municipal TIF revenue to be invested in public infrastructure projects, then 50% of the new annual real estate taxes of \$16,000 would be \$8,000 towards a fund for infrastructure. The remaining 50%, or \$8,000, goes into the General Fund (and not towards a CEA).

In summary, with the above example, the City receives \$20,000 annually in taxes, with \$4,000 from the OAV going into the General Fund, and the remaining \$16,000 from the IAV goes 50% to support the TIF, or \$8,000, and 50% to the General Fund, or \$8,000.

Tax Sheltering Savings: If this TIF District were set for a 30-year term, average annual savings would be estimated at \$3,340.

cc: Christopher Huff, Assessor

# City of Portland

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**Waterfront Economic Redevelopment Program**  
*Application for FY02 and FY10 Amended Waterfront Tax Increment Financing  
Development Districts and Sub-District*

AMENDED AND RESTATED PER CITY COUNCIL APPROVAL  
ON JUNE 7, 2010

AMENDED AND RESTATED PER CITY COUNCIL APPROVAL

ON \_\_\_\_\_

*Prepared by:*

The City of Portland Economic Development ~~Department~~Office  
March 13, 2002/Amended and Restated as of June 7, 2010; Amended \_\_\_\_\_, 2018

## I. Introduction

The Portland City Council on March 18, 2002, designated five properties as tax increment financing districts (the "Original TIF Districts") as more specifically described below and adopted the Waterfront Tax Increment Financial Development District Program (the "Original Development Program"). ~~Waterfront Maine Limited Partnership ("Developer") is the developer of the Cumberland Cold Storage site and building. The Original TIF Districts program was designed for the City to capture 100% of the tax increment for specified allowable uses.~~

On June 7, 2010, the Portland City Council amended approved the Amended and Restated the Original Development Program ("Amended Development Program"), which was approved by the Maine Department of Economic Development and Community Development ("MDECD) on June 28, 2010, as follows:~~The City proposes to amend the Original Development Program (as described herein, the "Amended Development Program") to accomplish the following:~~

- Extend the term by twenty (20) years;
- Reduce the number of TIF investment options;
- Authorize the use of Credit Enhancement Agreements within the Waterfront Central Zone; and
- ~~Establish a Sub-District (the "Sub-District") within the District and to authorize a Credit Enhancement Agreement with the Developer with respect to the Sub-District in furtherance of the Cumberland Cold Storage Project. defined below (the "Credit Enhancement Agreement").~~

~~The Cumberland Cold Storage building includes five stories and 100,000± square feet which will be redeveloped as a Class A office building. Building floors 2, 3, 4, and 5 are planned to be used for commercial office space. The first or ground level space is currently restricted to marine use including berthing along the property bulkhead pursuant to existing zoning requirements. Pierce Atwood LLP intends to occupy 70,000± square feet of upper floor use (the "Cumberland Cold Storage Project").~~

On \_\_\_\_\_, 2018, the Portland City Council further amended the Original TIF Districts to add three properties with the following Chart, Lot, and Block (CBL) numbers ("Added TIF District Properties of 2018"):

- 019-A-014001;
- 031-K-003001; and,
- 031-K-103001.

The three additional properties include two projects under construction as follows:

WEX Headquarters (019-A-014001)

**History:**

The history of the City of Portland is inextricably tied to the waterfront. From tourism to shipbuilding to national defense, the waterfront has been a vital part of the social and economic fabric of Portland. Always, Portland has worked to recognize the unique needs of the harbor, to protect its authentic marine heritage and to provide public access. The product of this commitment comes from the work of a Mayoral Taskforce report entitled "Investing in Our Working Waterfront – Final Report of the Mayor's Waterfront Task Force on Economic Development", dated October 2000 (herein referred to as the "Task Force II Report"). An excerpt from its Executive Summary is included here, and the full Report is attached to this application labeled as Attachment #1.

*"Portland is a waterfront city. Its harbor is one of the deepest on the East Coast and served as the staging area for the Atlantic Fleet during World War II. Today, it accommodates the largest petroleum trans-shipment operation on the East Coast. The inner harbor is very limited in geography; it is only about two miles in length from Bath Iron Works to Merrill's Marine Terminal. The wharves that serve the needs of water-dependent businesses are both publicly and privately owned. Over the course of its long history, the Portland waterfront has served as a center of commerce, shipbuilding, cargo and passenger transport, fishing and defense. It has also supported a range of mixed uses, the character of which has changed over time as the City of Portland and its waterfront have evolved.*

*Portland has a 30-year history of commitment to its working waterfront. The City began planning the future of its waterfront in the early 1970's, culminating in 1982 with multi-faceted development strategies, including zoning amendments, construction of public facilities, and policies to address berthing and public access. Despite these initiatives, the emergence of the Old Port as a vital retail center and tourist attraction threatened to drive traditional industries from their waterfront locations. A citizen-initiated referendum in 1987 passed by a 2-1 margin, clearly demonstrating the public's commitment to a working waterfront, and significant limitations were placed on development of the water side of Commercial Street.*

*Before the development moratorium expired in 1992, the City asked waterfront interests to review the zoning and recommend any changes that might provide more flexibility in renting space, while protecting water-dependent and marine-related uses ([The Waterfront Alliance Report, 1992](#)). While some may argue otherwise, the existing zoning structure, [based on the 1992 Report](#), strikes a reasonable balance between preserving the "working waterfront" and allowing property owners*

*necessary flexibility in managing their assets. Since the 1980's, Portland and the State of Maine have invested significant public dollars in supporting traditional waterfront activities such as ship repair, commercial fishing, and cargo transfer. At the same time, some private property owners have, for a variety of reasons, lacked the revenues to maintain their piers, resulting in a serious infrastructure problem, which threatens the viability of certain piers as elements of the waterfront economy.*

*Despite investments in publicly owned waterfront facilities, the City has done little to assist private owners of waterfront property, the uses of which have been limited by public policy, as noted above. This report is the result of a charge issued by then-Mayor Tom Kane to "focus on economic support for the waterfront...and to make the working waterfront work." It is the second of a three-phase process for defining the City's vision for its waterfront."*

The Task Force II Report was presented to the City Council and the public, and the Council voted to incorporate it into the Comprehensive Plan on June 4, 2001.

The Task Force II Report identified the unique needs of the waterfront from both an infrastructure and a business development perspective, and several recommendations were made. In order to turn these recommendations into waterfront economic development opportunities, a program to create a funding mechanism through Tax Increment Financing ("TIF") Districts was put in place.

~~During 2009, twelve private pier owners formed an alliance to propose amendments to Municipal zoning regulations to support more mixed-use commercial activity along Portland's waterfront in order to enable private pier owners to generate additional revenue to cover the high costs of maintaining pier infrastructure. The Waterfront Alliance in the Spring of 2010 is in the process of presenting its recommendations to the City Planning Board which will require final approval by the City Council. Since the adoption of Waterfront Task Force II report, the City has systematically conducted area specific planning and re-zoning processes for the three waterfront sub-areas identified in the 1992 Waterfront Alliance Report: Eastern Waterfront, Central Waterfront, and Western Waterfront. These processes have resulted in an updated framework of regulation that reflects the industries, infrastructures, water depths, and ownership patterns on the Portland Waterfront. Current regulations continue to prioritize and protect water dependent uses while allowing reasonable flexibility to promote investment. While new zoning promotes waterfront investment, barriers remain. Deferred pier maintenance, shifting industry needs, dredging needs, traffic congestion, and parking shortages continue to challenge public and private piers and the industries that depend on them.~~

## **II. Development Program**

A. *Amended Development Program*

With the incorporation of the Task Force II Report into the Portland Comprehensive Plan, the City Council formally recognized the unique business development needs of the waterfront. Since a funding mechanism was required to implement the recommendations of the Report, the City began crafting what ultimately became the Waterfront Capital Improvement and Economic Redevelopment Zone (“WREZ”) Ordinance (see Attachment #2 as passed June 4, 2001, and Attachment #3 as amended December 1, 2008,) whereby any property within the WREZ geographic area, delineated on the attached map (see Attachment #4), that increased in value by an amount greater than \$400,000 over a two-year period would be subject to inclusion in a TIF application.

By adopting the WREZ Ordinance, the City Council recognized that the non-marine commercial development that has occurred in the Old Port and the surrounding area has benefited through the years from the authenticity of the working waterfront. Said another way, Portland’s downtown became a desirable destination for tourists, retailers, restaurants and high-end office users in part because of the vibrant business of those that depend upon the water for their living. Portland blends a perfect mix of fishing vessels, shipbuilding, chandlery, cargo operations and the like with the lawyers, bankers, dot-com entrepreneurs and tourists. So when a revenue stream was required to maintain and improve the economic vibrancy of the Portland waterfront, the City Council acted in such a way as to nurture this symbiotic relationship by directing the incremental revenues of the new commercial development back to the working waterfront. The result of that action was the adoption of the WREZ Ordinance.

The WREZ Ordinance is intended to be in effect for several years. As such, the designation of the five Original TIF Districts described in the Original Development Program were the first in what the City hopes to be a multiple year program where several additional TIF Districts will be created. The common theme underlying the Original Development Program, this Amended Development Program, and future TIF applications is the implementation of the Task Force II Report findings. As such, the projects described in the Original Development Program and this Amended Development Program are intended to be greater in scope than the five Original TIF Districts could support by themselves. Therefore, the Original Development Program ~~served as, and this Amended Development program, and the three Added TIF District Properties of 2018 (CBLs 019-A-014001, 031-K003001, and 031-K-103001)~~ will serve as the model for future amendments to the Original Development Program, as amended, as properties become eligible through the WREZ Ordinance.

The activities to be funded through the Original Development Program, ~~and this Amended Development Program, and the three Added TIF District Properties of 2018~~ will be specifically determined on an annual basis upon recommendation by the City Manager for action by the City Council. Therefore, the City of Portland seeks authorization to fund all the activities described in this Amended Development

Program so that each year the City Council could prioritize which specific ~~activities~~ action to fund.

**B. The Projects**

The projects to be undertaken are derived from the recommendations of the Task Force II Report which are:

1. Encourage private and public waterfront investments;
2. Provide support to maintain a working waterfront;
3. Support clean, working harbor.

Generally, the activities to be undertaken and the approximate cost associated with each activity are described in Table 1 below:-

**TABLE 1**

**Note 1:** All citations refer to Title 30-A, chapter 206, Section 5225

<b><u>Project</u></b>	<b><u>Statutory Citation</u></b>	<b><u>Estimated Cost</u></b>
<b><u>In District: Capital Infrastructure Investments, for example:</u></b>		
Pier and Wharf Structural Repair	(1)(A)	\$3,200,000
Local Match for Ocean Gateway Project	(1)(A)	\$1,000,000
Street Improvements (Remedy Traffic Congestion)	(1)(A)	\$5,000,000
Pedestrian Circulation and Amenity Improvements	(1)(A)	\$750,000
Dredging	(1)(A)	\$10,000,000
<u>Credit Enhancement Agreements</u>		<del>\$50,000 Annual</del> Per Each Individual CEA Project
<b><u>In and out of District:</u></b>		
City Economic Development Staff		
<u>Credit Enhancement Agreements</u>		<u>\$50,000 Annually</u>
<b><u>Total Estimate of TIF Revenue Expenditure over 30-year term:</u></b>		
		<b><u>\$20,450,000 – excluding CEA Projects</u></b>

The City recognizes that the full scope of the needs of the Waterfront Economic Redevelopment Program is beyond the funds anticipated to be generated through the five Original TIF Districts described in the Original Development Program and the three Added TIF District Properties of 2018. Since the Original Development Program, and this Amended Development Program, and the three

Added TIF District Properties of 2018 will serve as the template for future TIF District applications, however, the City again seeks authorization for the full “menu” of economic development activities described above. This is necessary to maintain flexibility and adaptability as the needs of the waterfront are prioritized throughout the life of this Amended Development Program.

*Pier and Wharf Structural Repair*

The waterfront infrastructure needs are considerable. The Task Force II Report estimates the need for \$1.4 million in repairs to 14 wharves within three years, with an additional \$1.8 million needed over the next 20 years.

*Local Match for Ocean Gateway Project*

The voters of the State of Maine approved an allocation of roughly \$15 million for the construction of a marine passenger facility, requiring a local match of nearly \$1 million.

*Street Improvements (Remedy Traffic Congestion)*

With the development of the Ocean Gateway facility, significant transportation improvements will be required to accommodate the increased traffic on the street network along and around the waterfront, with particular emphasis on Franklin Arterial, Commercial Street and India Street.

*Pedestrian Circulation and Amenity Improvements*

Invest in pedestrian and multi-modal infrastructure to support the working waterfront and improve public access to the waterfront.

*Dredging*

This recommendation recognizes the environmental and financial burdens caused by combined sewer overflows and storm water pipes that discharge into the harbor. The cost associated with disposing the contaminated dredge material jumps to more than \$100 per cubic yard vs. as little as \$12 per cubic yard for uncontaminated dredge disposal costs. Placing an additional financial burden on the marine industry, the significant cost of the disposal of the contaminated dredged material allows only a limited ability to recover those costs through increased berthing fees. Since there are considerable public health and ecological benefits associated with removing/eliminating the contaminated sediment/dredge material they create, the Report recommends that the City devise a strategy to dispose of contaminated sediments and to mitigate the effects of this issue, as well as subsidize a portion of the costs of the dredging and disposal of the contaminated material.

*Economic Development Staffing*

Fund a portion of the cost of City economic development staff involved in supporting waterfront business development activities and administration of the Original Development Program and this Amended Development Program.

*Credit Enhancement Agreements*

The City Council may approve credit enhancement agreements within the Waterfront Central Zone (as depicted on Attachment #5) within the remaining term of the Amended Development Program to support important private sector projects in compliance with adopted City TIF Policy and where the City Council determines that the public benefits associated with individual projects meet or exceed the current or net present value of the project's share of the TIF proceeds for activities consistent with State law. City Council approvedThe City TIF Policy limits the Credit Enhancement Agreements to not exceed 675% of the incremental taxes up to a 20-year term~~over the life of the district.~~

*B. C. Sub-District Development Program*

The twenty (20) year Sub-District Development Program supports the redevelopment of the Cumberland Cold Storage 100,000+ square foot building into a Class A office building. A twenty (20) year Credit Enhancement Agreement with the property owner and developer ~~is proposed to assist~~ with project costs.

DC. *The Development District Property*

The City Council created the WREZ Ordinance (see Attachments #2 and #3) whereby any property within the geographic area, delineated on the attached map (see Attachment #4), that increased in value by an amount greater than \$400,000 over a two-year period would be considered for inclusion in a TIF application subject to the City Council approval.

1. Original Development District Property

Five such properties were given a TIF District designation by the City Council in 2002 as part of the Original Development Program.

MAP	BLOCK	LOT
019	A	008
029	K	001
029	S	001
030	D	001
041	A	005

2. Sub-District Property

Properties 041-A-016 (0.17 acres) and 041-A-17-18 (1.38 acres) are the ~~subject of this application and are proposed as a~~ Sub-District for the purposes of establishing the original assessed value and allocating tax increment pursuant to the Credit Enhancement Agreement with the Developer.

The TIF Districts will apply to only new value generated within the Districts and will not affect the current property tax base.

3. ~~Added~~ Three Added TIF District Properties of 2018

<u>MAP</u>	<u>BLOCK</u>	<u>LOT</u>
<u>019</u>	<u>A</u>	<u>014001</u>
<u>031</u>	<u>K</u>	<u>003001</u>
<u>031</u>	<u>K</u>	<u>103001</u>

EE. *Municipal Use of TIF Revenues*

The City of Portland seeks authorization to utilize the revenues generated from the five Original TIF Districts ~~and~~ the Sub-District, ~~and the~~ Added three Added TIF District Properties of 2018 that are created in the WREZ in support of the economic development activities called for in described in this Amended Development Program, and specifically, the activities outlined in Section II-A of this application.

FD. *Operational Components*

1. Public Facilities

See Section IIA of this application.

~~1.2.~~ 2. Uses of Private Property

Subject to the approval of the City Council, the City will consider entering into credit enhancement agreements to support private projects located in the Waterfront Central Zone which meet the criteria set forth in this TIF District Program.

3. ~~2.~~ Plans for relocation of persons displaced by development activities.

No displacement or relocation of persons is associated with this TIF District.

4. Transportation Improvements

See Section IIA of this application.

5. Environmental Controls

The Original Development Program and this Amended Development Program proposes improvements that will comply with all federal, state and local rules and regulations and applicable land use requirements.

36. Plan of Operation

During the life of the five Original Districts, ~~and the Sub-District, and the Added~~ three Added TIF District Properties of 2018, the City of Portland, City Council, or their designee, will be responsible for the administration of the Districts.

**III. Original Development Program Physical Description**

- A. Total acreage of the municipality: 12,386 (taxable acres)
- B. Total acreage of five Original TIF Districts: 3.4 acres
- C. Percent of line B of line A (line B divided by line A cannot exceed 2%): 0.03%
- D. Total acreage of all existing and Original TIF Districts in the municipality: 77.6 acres
- E. Percent line D of line A (cannot exceed 5%): 0.63%
- F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:
  - 1. Blighted acres N/A. Line F1 divided by line B = \_\_\_\_\_.
  - 2. Acreage in need of rehabilitation, redevelopment or conservation N/A. Line F2 divided by line B = \_\_\_\_\_.
  - 3. Acreage suitable for commercial siting = 3.4. Line F3 divided by line B = 100%.
- G. Enclosed municipal maps:
  - 1. Area map showing site location of the five Original TIF Districts in relation to geographic location of municipality (Attachment #6).
  - 2. Site map showing tax map locations and the five Original TIF Districts (Attachments #7A through 7E).

**III-A. Sub-District Physical Description**

- A. Total acreage of the municipality: 12,386 (taxable acres)
- B. Total acreage proposed for Sub-District: 1.55
- C. Percent of line B of line A (line B divided by line A cannot exceed 2%): 0.01%
- D. Total acreage of all existing and proposed TIF Districts in the municipality: 189.92
- E. Percent line D of line A (cannot exceed 5%): 1.53%
- F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:
  - 1. Blighted acres N/A. Line F1 divided by line B = \_\_\_\_\_.
  - 2. Acreage in need of rehabilitation, redevelopment or conservation N/A. Line F2 divided by line B = \_\_\_\_\_.
  - 3. Acreage suitable for commercial siting = \_\_\_\_\_. Line F3 divided by line B = 100%.

**III-BA. Added TIF District Properties of 2018 Physical Description**

The total acreage of the three Added TIF District Properties of 2018 is 1.675 acres. Exhibit 16 contains financial and statistical information relating to this Amendment required as a prerequisite to designation of the Amended District by the City and approval by MDECD.

G. —Enclosed municipal maps:

- 1. Area map showing site location of the Sub-District, and the -three Added TIF District Properties of 2018, in relation to geographic location of municipality (Attachment #8)
- 2. Tax maps showing locations of the three Added TIF District Properties of 2018 (Attachment #9).

2.

**IV. Original Development Program Financial Plan**

A. *Costs and Sources of Revenues*

The five Original TIF Districts comprise an area of approximately 3.4 acres of taxable real and personal property with an original assessed value of \$6,716,410 as of March 31, 2001. The development within the Original TIF Districts is estimated to add an additional \$26,221,692 of new assessed value to the City over the 30 years.

The Original Development Program and this Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Original TIF Districts to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to the economic development activities described in the Amended Development Program, with the understanding that the City Council will, on an annual basis, determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity that is allowable under the Amended Development Program.

Attachment #101 details the projections and proposed TIF revenue allocation based upon the anticipated assessed value increases within the Original TIF Districts. Attachment #101 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*

The Original Development Program and this Amended 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. §5254 (3)(A)(2).

The Waterfront 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 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 and Developer Cost Subaccount (the “Developer Cost Subaccount”) pledged to, and charged with, payment by the City under any credit enhancement agreement.

*C. Financing Plan*

The developments within the described Original TIF Districts will add approximately \$26.2 million of new taxable value in the City of Portland over 30 years. TIF revenues will be allocated as described on Attachment #101 to finance the costs of this Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

#### **IV-A. Sub-District Financial Plan**

##### **A. Cost and Sources of Revenue**

The one TIF Sub-District comprises an area of 1.55 acres of taxable real property with an original assessed value of \$950,900 as of March 31, 2010. The development within the sub-district is estimated to add an additional \$12,000,000 of new assessed value to the City.

This Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Sub-District to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to a credit enhancement agreement with the Developer and the balance of retained revenues to the economic development activities described in this Amended Development Program, with the understanding that the City Council will, on an annual basis, determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity with its allocable share of retained revenues that is allowable under the Amended Development Program.

Attachment #112 details the projections and TIF revenue allocation schedule based upon the anticipated assessed value increases within the Sub-District. Attachment #112 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 Amended 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. §5254 (3)(A)(2).

The Cumberland Cold Storage 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 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 and a and Developer Cost Subaccount (the "Developer Cost Subaccount") pledged to, and charged with, payment by the City under the credit enhancement agreement to be entered into with the Developer.

##### **C. *Financing Plan***

The developments within the Sub-District will add approximately \$12 million of new taxable value in the City of Portland. TIF revenues will be allocated as described on Attachment #121 to finance the costs of this Amended Development Program and to fund the City's payment obligations to the Developer pursuant to the credit enhancement agreement to be entered into with the Developer. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

#### **IV-B Added TIF District Properties of 2018 Financial Plan**

##### **A. Costs and Sources of Revenues**

The three Added TIF District Properties of 2018 comprise an area of approximately 1.675 acres of taxable real property with an original assessed value of \$616,430 as of March 31, 2017. The development within the three Added TIF District Properties of 2018 is estimated to add an additional \$20.7 Million of new assessed value to the City over the remainder of the term through June 30, 2032.

The Original Development Program and this Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Original TIF Districts to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to the economic development activities described in the Amended Development Program, with the understanding that the City Council will, on an annual basis, determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity that is allowable under the Amended Development Program.

Attachment #12 details the projections and proposed TIF revenue allocation based upon the anticipated assessed value increases within the three Added TIF District Properties of 2018. Attachment #12 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**

The Original Development Program and this Amended 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. §5254 (3)(A)(2).

The Waterfront 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 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 and Developer Cost Subaccount (the "Developer Cost Subaccount") pledged to, and charged with, payment by the City under any credit enhancement agreement.

C. Financing Plan

The developments within the three Added TIF District Properties of 2018 will add approximately \$20.7 Million of new taxable value in the City of Portland over the remainder of the term through June 30, 2032. TIF revenues will be allocated as described on Attachment #12 to finance the costs of this Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

**V. Original TIF Districts Financial Data**

- A. Total 2001 value of equalized property in the municipality: \$3,873,900,000.
- B. Original assessed value of all properties in all existing and proposed Original TIF districts:

Existing	\$20,961,460
Proposed	\$6,716,410
Total	\$27,677,870

Line B divided by line A = 0.71% (cannot exceed 5%).

- C. Estimate of increased assessed value by year after implementation of the Original Development Program: See Attachment #10
- D. Percentage of increased assessed value to be applied to the Original Development Program fund: See Attachment #10
- E. Estimated annual tax increment: \$400,113 (Average)
- F. Total average annual value of development program fund: \$400,113 (Average)
- G. Annual principal and interest payment of bonded indebtedness: N/A
- H. Financial assumptions and safeguards: Under the Original Development Program, the City of Portland only sought to implement its own Waterfront Economic Redevelopment Program and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this

development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.

- I. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #13.

**V-A. Sub-District Financial Data**

- A. Total 2010 value of property in the municipality: \$8,196,900,000.
- B. Original assessed value of all properties in all existing TIF Districts and proposed sub-district:

Existing	\$305,455,220
<u>Proposed</u>	<u>\$950,900</u>
Total	\$306,406,120

Line B divided by line A = 3.73% (cannot exceed 5%).

- C. Estimate of increased assessed value by year after implementation of the development program: See Attachment #1211
- D. Percentage of increased assessed value to be applied to the development program fund: See Attachment #112
- E. Estimated annual tax increment: \$143,503 (Average)
- F. Total average annual value of development program fund: \$143,503 (Average)
- G. Annual principal and interest payment of bonded indebtedness: N/A
- H. Financial assumptions and safeguards: The City of Portland seeks to implement its own Waterfront Economic Redevelopment Program and to fund its payment obligations to the Developer under the credit enhancement agreement with the Developer and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.
- I. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #14.

I.

**V-B. Added TIF District Properties of 2018 Financial Data**

- A. Total 2018 value of taxable property in the municipality: \$9,049,500,000.

B. Original assessed value of all properties in all existing and proposed Amended TIF districts:

<u>Existing</u>	<u>\$1,106,422,670</u>
<u>Proposed</u>	<u>\$616,430</u>
<u>Sub-Total</u>	<u>\$1,107,059,100</u>
<u>Less Exempt</u>	<u>-\$973,107,320</u>
<u>Total</u>	<u>\$133,951,780</u>

Line B divided by line A = 1.48% (cannot exceed 5%).

C. Estimate of increased assessed value by year after implementation of the three Added TIF District Properties of 2018: See Attachment #12.

D. Percentage of increased assessed value to be applied to the three Added TIF District Properties of 2018 Development Program fund: See Attachment #12

E. Estimated annual tax increment: \$491,204 (Average)

F. Total average annual value of development program fund: \$491,204 (Average)

G. Annual principal and interest payment of bonded indebtedness: N/A

H. Financial assumptions and safeguards: Under the Original Development Program, the City of Portland only sought to implement its own Waterfront Economic Redevelopment Program and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.

II. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #15.

**VI. Original Development Program Tax Shifts (See Attachment #13)**

*A. Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$137,700

Municipal Revenue Sharing Tax Shift: \$17,004

County Tax Shift: \$7,855

Total Average Annual Savings: \$162,560

**VI-A Sub-District Tax Shifts (See Attachment #14)**

General Purpose Aid to Education Tax Shift: \$49,822

Municipal Revenue Sharing Tax Shift: \$6,183

County Tax Shift: \$2,856

Total Average Annual Savings: \$58,860

**VI-B. Added TIF District Properties of 2018 Tax Shifts (See Attachment #15)**

**A. Average Annual Amount:**

General Purpose Aid to Education Tax Shift: \$122,721

Municipal Revenue Sharing Tax Shift: \$11,772

County Tax Shift: \$10,522

Total Average Annual Savings: \$145,015

**VII. Amended Development Program 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. §5226. The notice was published on May 28, 2010 \_\_\_\_\_ in a newspaper of general circulation (see Attachment #15).

***B. Public Hearing***

A Public Hearing at which the proposed Amended Development Program designation of the Sub-District as a municipal development tax increment financing district and the proposed for adoption of the Amended Development Program was held on June 7, 2010, 2018 in the Portland City Council Chambers. A copy of the minutes of that meeting is included as Attachment #16-A.

***C. Authorizing Votes***

An attested copy of the resolution of the Portland City Council amending the Waterfront Redevelopment Program designating Sub-District as a municipal development tax increment financing district and adopting the Amended Development Program is included as Attachment #17-A.

# City of Portland

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**Waterfront Economic Redevelopment Program**  
*Application for FY02 and FY10 Amended Waterfront Tax Increment Financing  
Development Districts and Sub-District*

**AMENDED AND RESTATED PER CITY COUNCIL APPROVAL**  
**ON JUNE 7, 2010**

**AMENDED AND RESTATED PER CITY COUNCIL APPROVAL**

ON \_\_\_\_\_

*Prepared by:*

**The City of Portland Economic Development Department**  
**March 13, 2002/Amended and Restated as of June 7, 2010; Amended \_\_\_\_\_, 2018**

## APPLICATION COVER SHEET

### MUNICIPAL TAX INCREMENT FINANCING

#### A. General Information

1. Municipality Name: City of Portland		
2. Address: 389 Congress Street		
3. Telephone: 207-874-8683	4. Fax: 207-756-8217	5. Email: gmittell@portlandmaine.gov
6. Municipal Contact Person: Greg Mitchell, Economic Development Director		
7. Business Name: n/a (Amendment to Waterfront TIF Development District)		
8. Address:		
9. Telephone:	10. Fax:	11. Email:
12. Business Contact Person:		
13. Principal Place of Business:		
14. Company Structure (e.g. corporation, sub-chapter S, etc.):		
15. Place of Incorporation:		
16. Names of Officers:		
17. Principal Owner(s) Name:		
18. Address:		

#### B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
<input checked="" type="checkbox"/> job creation	<input checked="" type="checkbox"/> job retention	<input checked="" type="checkbox"/> capital investment
<input type="checkbox"/> training investment	<input type="checkbox"/> tax base improvement	<input type="checkbox"/> public facilities improvement
other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
<input type="checkbox"/> real estate purchase	<input type="checkbox"/> machinery & equipment purchase	<input type="checkbox"/> training costs
<input type="checkbox"/> debt reduction	other (list): See Section II, Table 1 in Attached Amendment Application.	

#### C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (*please use next page*).

**EMPLOYMENT GOALS**  
Company Goals for Job Creation and Job Retention

<i>A. Job Creation Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical	**	**	\$
2. Administrative Support, inc. Clerical	**	**	\$
3. Sales & Service	**	**	\$
4. Agriculture, Forestry & Fishing	**	**	\$
5. Maintenance, Construction, Production, & Transportation	**	**	\$
<i>B. Job Retention Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical	4		\$50,000, estimated, annually for portion of Economic Development Staff of the City
2. Administrative Support, inc. Clerical			\$
3. Sales & Service			\$
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation			\$
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

\*\*A number of new jobs across different industry sectors will be created due to targeted TIF District investment.

**INSTRUCTIONS**

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, "full-time" employment means 30 hours or more; "part-time" employment means less than 30 hours. "Wage level" means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, "type" means "occupational cluster" which refers to the 12 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

**B. Job Retention Goals.** Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.

## OCCUPATIONAL CLUSTERS

### 1. EXECUTIVE, PROFESSIONAL & TECHNICAL

**Executive, administrative and managerial.** Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.

**Professional specialty.** This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.

**Technicians and related support.** This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

### 2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

**Administrative support, including clerical.** Workers in this group prepare and record memos, letters and reports; collect accounts; gather and distribute information; operate office machines; and handle other administrative tasks.

### 3. SALES AND SERVICE

**Marketing and sales.** Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.

**Service.** This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

### 4. AGRICULTURE, FORESTRY AND FISHING

**Agriculture, forestry and fishing.** Workers in these occupations cultivate plants, breed and raise animals, and catch fish.

### 5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

**Mechanics, installers, and repairers.** Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.

**Construction trades and extractive.** Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.

**Production.** These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.

**Transportation and material moving.** Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

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### Attachments:

1. October 2000 Mayoral Taskforce Report “Investing in Our Working Waterfront – Final Report of the Mayor’s Waterfront Task force on Economic Development”
2. Waterfront Capital Improvement and Economic Redevelopment Zone (WREZ) as passed June 4, 2001.
3. WREZ as amended December 1, 2008
4. Map of WREZ Geographic Area
5. Map of Waterfront Central Zone
6. Map Showing Site Location of the Five Original TIF Districts
7. Site Map Showing Tax Map Locations and the Five Original TIF Districts (Attachments #7A Through 7E)
8. Map showing Site location of the Original TIF District, Sub-District, and Added TIF Districts of 2018
9. Tax maps showing location of Added TIF Districts of 2018 (Attachments 9A and 9B)
10. Projections and Proposed TIF Revenue for Original TIF District

11. Projections and Proposed TIF Revenue for Sub-District
12. Projections and Proposed TIF Revenue for Added TIF Districts of 2018
13. Tax Shifts Projections for Original TIF District
14. Tax Shifts Projections for Sub-District
15. Tax Shifts Projections for Added TIF Districts of 2018
16. State Statutory Requirements and Thresholds Form
17. Public Hearing Notice
18. Minutes of City Council Meeting
19. Attested Resolution of Portland City Council Amending District
20. Assessor's Certificates for Original District; Sub-District; and Added TIF Properties of 2018.

## **I. Introduction**

The Portland City Council on March 18, 2002, designated five properties as tax increment financing districts (the “Original TIF Districts”) as more specifically described below and adopted the Waterfront Tax Increment Financial Development District Program (the “Original Development Program”). The Original TIF Districts program was designed for the City to capture 100% of the tax increment for specified allowable uses.

On June 7, 2010, the Portland City Council amended approved the Amended and Restated the Original Development Program (“Amended Development Program”), which was approved by the Maine Department of Economic Development and Community Development (“MDECD) on June 28, 2010, as follows:

- Extend the term by twenty (20) years;
- Reduce the number of TIF investment options;
- Authorize the use of Credit Enhancement Agreements within the Waterfront Central Zone; and
- Establish a Sub-District (the “Sub-District”) within the District and to authorize a Credit Enhancement Agreement with the Developer with respect to the Sub-District in furtherance of the Cumberland Cold Storage Project.

On \_\_\_\_\_, 2018, the Portland City Council further amended the Original TIF Districts to add three properties with the following Chart, Lot, and Block (CBL) numbers (“Added TIF District Properties of 2018”):

- 019-A-014001;
- 031-K-003001; and,
- 031-K-103001.

The three additional properties include two projects under construction as follows:

WEX Headquarters (019-A-014001)

Union Wharf Mixed Use Development (031-K-003001 and 031-K103001)

### ***History:***

The history of the City of Portland is inextricably tied to the waterfront. From tourism to shipbuilding to national defense, the waterfront has been a vital part of the social and economic fabric of Portland. Always, Portland has worked to recognize the unique needs of the harbor, to protect its authentic marine heritage and to provide public access. The product of this commitment comes from the work of a Mayoral Taskforce report entitled “Investing in Our Working Waterfront – Final Report of the Mayor’s Waterfront Task Force on Economic Development”, dated October 2000 (herein referred to as the “Task

Force II Report”). An excerpt from its Executive Summary is included here, and the full Report is attached to this application labeled as Attachment #1.

*“Portland is a waterfront city. Its harbor is one of the deepest on the East Coast and served as the staging area for the Atlantic Fleet during World War II. Today, it accommodates the largest petroleum trans-shipment operation on the East Coast. The inner harbor is very limited in geography; it is only about two miles in length from Bath Iron Works to Merrill’s Marine Terminal. The wharves that serve the needs of water-dependent businesses are both publicly and privately owned. Over the course of its long history, the Portland waterfront has served as a center of commerce, shipbuilding, cargo and passenger transport, fishing and defense. It has also supported a range of mixed uses, the character of which has changed over time as the City of Portland and its waterfront have evolved.*

*Portland has a 30-year history of commitment to its working waterfront. The City began planning the future of its waterfront in the early 1970’s, culminating in 1982 with multi-faceted development strategies, including zoning amendments, construction of public facilities, and policies to address berthing and public access. Despite these initiatives, the emergence of the Old Port as a vital retail center and tourist attraction threatened to drive traditional industries from their waterfront locations. A citizen-initiated referendum in 1987 passed by a 2-1 margin, clearly demonstrating the public’s commitment to a working waterfront, and significant limitations were placed on development of the water side of Commercial Street.*

*Before the development moratorium expired in 1992, the City asked waterfront interests to review the zoning and recommend any changes that might provide more flexibility in renting space, while protecting water-dependent and marine-related uses (The Waterfront Alliance Report, 1992). While some may argue otherwise, the existing zoning structure, based on the 1992 Report, strikes a reasonable balance between preserving the “working waterfront” and allowing property owners necessary flexibility in managing their assets. Since the 1980’s, Portland and the State of Maine have invested significant public dollars in supporting traditional waterfront activities such as ship repair, commercial fishing, and cargo transfer. At the same time, some private property owners have, for a variety of reasons, lacked the revenues to maintain their piers, resulting in a serious infrastructure problem, which threatens the viability of certain piers as elements of the waterfront economy.*

*Despite investments in publicly owned waterfront facilities, the City has done little to assist private owners of waterfront property, the uses of*

*which have been limited by public policy, as noted above. This report is the result of a charge issued by then-Mayor Tom Kane to “focus on economic support for the waterfront...and to make the working waterfront work.” It is the second of a three-phase process for defining the City’s vision for its waterfront.”*

The Task Force II Report was presented to the City Council and the public, and the Council voted to incorporate it into the Comprehensive Plan on June 4, 2001.

The Task Force II Report identified the unique needs of the waterfront from both an infrastructure and a business development perspective, and several recommendations were made. In order to turn these recommendations into waterfront economic development opportunities, a program to create a funding mechanism through Tax Increment Financing (“TIF”) Districts was put in place.

Since the adoption of Waterfront Task Force II report, the City has systematically conducted area specific planning and re-zoning processes for the three waterfront sub-areas identified in the 1992 Waterfront Alliance Report: Eastern Waterfront, Central Waterfront, and Western Waterfront. These processes have resulted in an updated framework of regulation that reflects the industries, infrastructures, water depths, and ownership patterns on the Portland Waterfront. Current regulations continue to prioritize and protect water dependent uses while allowing reasonable flexibility to promote investment. While new zoning promotes waterfront investment, barriers remain. Deferred pier maintenance, shifting industry needs, dredging needs, traffic congestion, and parking shortages continue to challenge public and private piers and the industries that depend on them.

## **II. Development Program**

### *A. Amended Development Program*

With the incorporation of the Task Force II Report into the Portland Comprehensive Plan, the City Council formally recognized the unique business development needs of the waterfront. Since a funding mechanism was required to implement the recommendations of the Report, the City began crafting what ultimately became the Waterfront Capital Improvement and Economic Redevelopment Zone (“WREZ”) Ordinance (see Attachment #2 as passed June 4, 2001, and Attachment #3 as amended December 1, 2008.) whereby any property within the WREZ geographic area, delineated on the attached map (see Attachment #4), that increased in value by an amount greater than \$400,000 over a two-year period would be subject to inclusion in a TIF application.

By adopting the WREZ Ordinance, the City Council recognized that the non-marine commercial development that has occurred in the Old Port and the surrounding area has benefited through the years from the authenticity of the working waterfront. Said another way, Portland’s downtown became a desirable destination for tourists,

retailers, restaurants and high-end office users in part because of the vibrant business of those that depend upon the water for their living. Portland blends a perfect mix of fishing vessels, shipbuilding, chandlery, cargo operations and the like with the lawyers, bankers, dot-com entrepreneurs and tourists. So when a revenue stream was required to maintain and improve the economic vibrancy of the Portland waterfront, the City Council acted in such a way as to nurture this symbiotic relationship by directing the incremental revenues of the new commercial development back to the working waterfront. The result of that action was the adoption of the WREZ Ordinance.

The WREZ Ordinance is intended to be in effect for several years. As such, the designation of the five Original TIF Districts described in the Original Development Program were the first in what the City hopes to be a multiple year program where several additional TIF Districts will be created. The common theme underlying the Original Development Program, this Amended Development Program, and future TIF applications is the implementation of the Task Force II Report findings. As such, the projects described in the Original Development Program and this Amended Development Program are intended to be greater in scope than the five Original TIF Districts could support by themselves. Therefore, the Original Development Program and the three Added TIF District Properties of 2018 (CBLs 019-A-014001, 031-K003001, and 031-K-103001) will serve as the model for future amendments to the Original Development Program, as amended, as properties become eligible through the WREZ Ordinance.

The activities to be funded through the Original Development Program, this Amended Development Program, and the three Added TIF District Properties of 2018 will be specifically determined on an annual basis upon recommendation by the City Manager for action by the City Council. Therefore, the City of Portland seeks authorization to fund all the activities described in this Amended Development Program so that each year the City Council could prioritize which specific activities to fund.

### *B. The Projects*

The projects to be undertaken are derived from the recommendations of the Task Force II Report which are:

1. Encourage private and public waterfront investments;
2. Provide support to maintain a working waterfront;
3. Support clean, working harbor.

Generally, the activities to be undertaken and the approximate cost associated with each activity are described in Table 1 below.

**TABLE 1**

**Note 1:** All citations refer to Title 30-A, chapter 206, Section 5225

Project	Statutory Citation	Estimated Cost
<p><b>In District: Capital Infrastructure Investments, for example:</b>                      Pier and Wharf Structural Repair                      Local Match for Ocean Gateway Project                      Street Improvements (Remedy Traffic Congestion)                      Pedestrian Circulation and Amenity Improvements                      Dredging                      Credit Enhancement Agreements</p> <p><b>In and out of District:</b>                      City Economic Development Staff</p> <p><b>Total Estimate of TIF Revenue Expenditure over 30-year term:</b></p>	<p>(1)(A)                      (1)(A)                      (1)(A)                      (1)(A)                      (1)(A)</p>	<p>\$3,200,000                      \$1,000,000                      \$5,000,000                      \$750,000                      \$10,000,000                      Per Each Individual CEA Project</p> <p>\$50,000 Annually</p> <p><b>\$20,450,000 – excluding CEA Projects</b></p>

The City recognizes that the full scope of the needs of the Waterfront Economic Redevelopment Program is beyond the funds anticipated to be generated through the five Original TIF Districts described in the Original Development Program and the three Added TIF District Properties of 2018. Since the Original Development Program, this Amended Development Program, and the three Added TIF District Properties of 2018 will serve as the template for future TIF District applications, however, the City again seeks authorization for the full “menu” of economic development activities described above. This is necessary to maintain flexibility and adaptability as the needs of the waterfront are prioritized throughout the life of this Amended Development Program.

*Pier and Wharf Structural Repair*

The waterfront infrastructure needs are considerable. The Task Force II Report estimates the need for \$1.4 million in repairs to 14 wharves within three years, with an additional \$1.8 million needed over the next 20 years.

*Local Match for Ocean Gateway Project*

The voters of the State of Maine approved an allocation of roughly \$15 million for the construction of a marine passenger facility, requiring a local match of nearly \$1 million.

### *Street Improvements (Remedy Traffic Congestion)*

With the development of the Ocean Gateway facility, significant transportation improvements will be required to accommodate the increased traffic on the street network along and around the waterfront, with particular emphasis on Franklin Arterial, Commercial Street and India Street.

### *Pedestrian Circulation and Amenity Improvements*

Invest in pedestrian and multi-modal infrastructure to support the working waterfront and improve public access to the waterfront.

### *Dredging*

This recommendation recognizes the environmental and financial burdens caused by combined sewer overflows and storm water pipes that discharge into the harbor. The cost associated with disposing the contaminated dredge material jumps to more than \$100 per cubic yard vs. as little as \$12 per cubic yard for uncontaminated dredge disposal costs. Placing an additional financial burden on the marine industry, the significant cost of the disposal of the contaminated dredged material allows only a limited ability to recover those costs through increased berthing fees. Since there are public health and ecological benefits associated with removing contaminated sediment, the Report recommends that the City devise a strategy to dispose of contaminated sediments and to subsidize a portion of the costs of the dredging.

### *Economic Development Staffing*

Fund a portion of the cost of City economic development staff involved in supporting waterfront business development activities and administration of the Original Development Program and this Amended Development Program.

### *Credit Enhancement Agreements*

The City Council may approve credit enhancement agreements within the Waterfront Central Zone (as depicted on Attachment #5) within the remaining term of the Amended Development Program to support important private sector projects in compliance with adopted City TIF Policy and where the City Council determines that the public benefits associated with individual projects meet or exceed the current or net present value of the project's share of the TIF proceeds for activities consistent with State law. City Council approved City TIF Policy limits the Credit Enhancement Agreements to not exceed 65% of the incremental taxes up to a 20-year term.

*C. Sub-District Development Program*

The twenty (20) year Sub-District Development Program supports the redevelopment of the Cumberland Cold Storage 100,000± square foot building into a Class A office building. A twenty (20) year Credit Enhancement Agreement with the property owner and developer assists with project costs.

*D. The Development District Property*

The City Council created the WREZ Ordinance (see Attachments #2 and #3) whereby any property within the geographic area, delineated on the attached map (see Attachment #4), that increased in value by an amount greater than \$400,000 over a two-year period would be considered for inclusion in a TIF application subject to the City Council approval.

1. Original Development District Property

Five such properties were given a TIF District designation by the City Council in 2002 as part of the Original Development Program.

<b>MAP</b>	<b>BLOCK</b>	<b>LOT</b>
019	A	008
029	K	001
029	S	001
030	D	001
041	A	005

2. Sub-District Property

Properties 041-A-016 (0.17 acres) and 041-A-17-18 (1.38 acres) are the Sub-District for the purposes of establishing the original assessed value and allocating tax increment pursuant to the Credit Enhancement Agreement with the Developer.

The TIF Districts will apply to only new value generated within the Districts and will not affect the current property tax base.

3. Three Added TIF District Properties of 2018

<b>MAP</b>	<b>BLOCK</b>	<b>LOT</b>
019	A	014001
031	K	003001
031	K	103001

*E. Municipal Use of TIF Revenues*

The City of Portland seeks authorization to utilize the revenues generated from the five Original TIF Districts, the Sub-District, and the three Added TIF District Properties of 2018 that are created in the WREZ in support of the economic development activities called for in described in this Amended Development Program, and specifically, the activities outlined in Section II-A of this application.

*F. Operational Components*

1. Public Facilities

See Section IIA of this application.

2. Uses of Private Property

Subject to the approval of the City Council, the City will consider entering into credit enhancement agreements to support private projects located in the Waterfront Central Zone which meet the criteria set forth in this TIF District Program.

3. Plans for relocation of persons displaced by development activities.

No displacement or relocation of persons is associated with this TIF District.

4. Transportation Improvements

See Section IIA of this application.

5. Environmental Controls

The Original Development Program and this 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

During the life of the five Original Districts, the Sub-District, and the three Added TIF District Properties of 2018, the City of Portland, City Council, or their designee, will be responsible for the administration of the Districts.

**III. Original Development Program Physical Description**

A. Total acreage of the municipality: 12,386 (taxable acres)

- B. Total acreage of five Original TIF Districts: 3.4 acres
- C. Percent of line B of line A (line B divided by line A cannot exceed 2%): 0.03%
- D. Total acreage of all existing and Original TIF Districts in the municipality: 77.6 acres
- E. Percent line D of line A (cannot exceed 5%): 0.63%
- F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:
  - 1. Blighted acres N/A. Line F1 divided by line B = \_\_\_\_\_.
  - 2. Acreage in need of rehabilitation, redevelopment or conservation N/A. Line F2 divided by line B = \_\_\_\_\_.
  - 3. Acreage suitable for commercial siting = 3.4. Line F3 divided by line B = 100%.
- G. Enclosed municipal maps:
  - 1. Area map showing site location of the five Original TIF Districts in relation to geographic location of municipality (Attachment #6).
  - 2. Site map showing tax map locations and the five Original TIF Districts (Attachments #7A through 7E).

**III-A. Sub-District Physical Description**

- A. Total acreage of the municipality: 12,386 (taxable acres)
- B. Total acreage proposed for Sub-District: 1.55
- C. Percent of line B of line A (line B divided by line A cannot exceed 2%): 0.01%
- D. Total acreage of all existing and proposed TIF Districts in the municipality: 189.92
- E. Percent line D of line A (cannot exceed 5%): 1.53%
- F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:
  - 1. Blighted acres N/A. Line F1 divided by line B = \_\_\_\_\_.

2. Acreage in need of rehabilitation, redevelopment or conservation N/A  
. Line F2 divided by line B = \_\_\_\_\_.
3. Acreage suitable for commercial siting = \_\_\_\_\_. Line F3 divided by line B = 100%.

### **III-B. Added TIF District Properties of 2018 Physical Description**

The total acreage of the three Added TIF District Properties of 2018 is 1.675 acres. Exhibit 16 contains financial and statistical information relating to this Amendment required as a prerequisite to designation of the Amended District by the City and approval by MDECD.

Enclosed municipal maps:

1. Area map showing site location of the Sub-District, and the three Added TIF District Properties of 2018, in relation to geographic location of municipality (Attachment #8)
2. Tax maps showing locations of the three Added TIF District Properties of 2018 (Attachment #9).

## **IV. Original Development Program Financial Plan**

### *A. Costs and Sources of Revenues*

The five Original TIF Districts comprise an area of approximately 3.4 acres of taxable real and personal property with an original assessed value of \$6,716,410 as of March 31, 2001. The development within the Original TIF Districts is estimated to add an additional \$26,221,692 of new assessed value to the City over the 30 years.

The Original Development Program and this Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Original TIF Districts to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to the economic development activities described in the Amended Development Program, with the understanding that the City Council will, on an annual basis, determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity that is allowable under the Amended Development Program.

Attachment #10 details the projections and proposed TIF revenue allocation based upon the anticipated assessed value increases within the Original TIF Districts. Attachment #10 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*

The Original Development Program and this Amended 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. §5254 (3)(A)(2).

The Waterfront 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 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 and Developer Cost Subaccount (the “Developer Cost Subaccount”) pledged to, and charged with, payment by the City under any credit enhancement agreement.

*C. Financing Plan*

The developments within the described Original TIF Districts will add approximately \$26.2 million of new taxable value in the City of Portland over 30 years. TIF revenues will be allocated as described on Attachment #10 to finance the costs of this Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

**IV-A. Sub-District Financial Plan**

**A. Cost and Sources of Revenue**

The one TIF Sub-District comprises an area of 1.55 acres of taxable real property with an original assessed value of \$950,900 as of March 31, 2010. The development within the sub-district is estimated to add an additional \$12,000,000 of new assessed value to the City.

This Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Sub-District to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to a credit enhancement agreement with the Developer and the balance of retained revenues to the economic development activities described in this Amended Development Program, with the understanding that the City Council will, on an annual basis,

determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity with its allocable share of retained revenues that is allowable under the Amended Development Program.

Attachment #11 details the projections and TIF revenue allocation schedule based upon the anticipated assessed value increases within the Sub-District. Attachment #11 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 Amended 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. §5254 (3)(A)(2).

The Cumberland Cold Storage 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 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 and a and Developer Cost Subaccount (the “Developer Cost Subaccount”) pledged to, and charged with, payment by the City under the credit enhancement agreement to be entered into with the Developer.

*C. Financing Plan*

The developments within the Sub-District will add approximately \$12 million of new taxable value in the City of Portland. TIF revenues will be allocated as described on Attachment #11 to finance the costs of this Amended Development Program and to fund the City’s payment obligations to the Developer pursuant to the credit enhancement agreement to be entered into with the Developer. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

**IV-B Added TIF District Properties of 2018 Financial Plan**

*A. Costs and Sources of Revenues*

The three Added TIF District Properties of 2018 comprise an area of approximately 1.675 acres of taxable real property with an original assessed value of \$616,430 as of March 31, 2017. The development within the three Added TIF District Properties of

2018 is estimated to add an additional \$20.7 Million of new assessed value to the City over the remainder of the term through June 30, 2032.

The Original Development Program and this Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Original TIF Districts to be captured and designated as TIF Revenues. The City will apply the portion of retained revenues to the economic development activities described in the Amended Development Program, with the understanding that the City Council will, on an annual basis, determine which specific projects to undertake that have been outlined in the Amended Development Program.

The City of Portland reserves the right to amend this Financial Plan, subject to DECD approval, to undertake a different activity that is allowable under the Amended Development Program.

Attachment #12 details the projections and proposed TIF revenue allocation based upon the anticipated assessed value increases within the three Added TIF District Properties of 2018. Attachment #12 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*

The Original Development Program and this Amended 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. §5254 (3)(A)(2).

The Waterfront 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 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 and Developer Cost Subaccount (the “Developer Cost Subaccount”) pledged to, and charged with, payment by the City under any credit enhancement agreement.

*C. Financing Plan*

The developments within the three Added TIF District Properties of 2018 will add approximately \$20.7 Million of new taxable value in the City of Portland over the remainder of the term through June 30, 2032. TIF revenues will be allocated as described on Attachment #12 to finance the costs of this Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained and the actual annual assessed value within the Districts.

**V. Original TIF Districts Financial Data**

- A. Total 2001 value of equalized property in the municipality: \$3,873,900,000.
- B. Original assessed value of all properties in all existing and proposed Original TIF districts:

Existing	\$20,961,460
Proposed	\$6,716,410
Total	\$27,677,870

Line B divided by line A = 0.71% (cannot exceed 5%).

- C. Estimate of increased assessed value by year after implementation of the Original Development Program: See Attachment #10
- D. Percentage of increased assessed value to be applied to the Original Development Program fund: See Attachment #10
- E. Estimated annual tax increment: \$400,113 (Average)
- F. Total average annual value of development program fund: \$400,113 (Average)
- G. Annual principal and interest payment of bonded indebtedness: N/A
- H. Financial assumptions and safeguards: Under the Original Development Program, the City of Portland only sought to implement its own Waterfront Economic Redevelopment Program and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.
- I. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #13.

**V-A. Sub-District Financial Data**

- A. Total 2010 value of property in the municipality: \$8,196,900,000.
- B. Original assessed value of all properties in all existing TIF Districts and proposed sub-district:

Existing	\$305,455,220
<u>Proposed</u>	<u>\$950,900</u>
Total	\$306,406,120

Line B divided by line A = 3.73% (cannot exceed 5%).

- C. Estimate of increased assessed value by year after implementation of the development program: See Attachment #11
- D. Percentage of increased assessed value to be applied to the development program fund: See Attachment #11
- E. Estimated annual tax increment: \$143,503 (Average)
- F. Total average annual value of development program fund: \$143,503 (Average)
- G. Annual principal and interest payment of bonded indebtedness: N/A
- H. Financial assumptions and safeguards: The City of Portland seeks to implement its own Waterfront Economic Redevelopment Program and to fund its payment obligations to the Developer under the credit enhancement agreement with the Developer and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.
- I. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #14.

**V-B. Added TIF District Properties of 2018 Financial Data**

- A. Total 2018 value of taxable property in the municipality: \$9,049,500,000.
- B. Original assessed value of all properties in all existing and proposed Amended TIF districts:

Existing	\$1,106,422,670
Proposed	<u>\$616,430</u>
Sub-Total	\$1,107,059,100
Less Exempt	<u>-\$973,107,320</u>
Total	\$133,951,780

Line B divided by line A = 1.48% (cannot exceed 5%).

- C. Estimate of increased assessed value by year after implementation of the three Added TIF District Properties of 2018: See Attachment #12.
- D. Percentage of increased assessed value to be applied to the three Added TIF District Properties of 2018 Development Program fund: See Attachment #12
- E. Estimated annual tax increment: \$491,204 (Average)

- F. Total average annual value of development program fund: \$491,204 (Average)
- G. Annual principal and interest payment of bonded indebtedness: N/A
- H. Financial assumptions and safeguards: Under the Original Development Program, the City of Portland only sought to implement its own Waterfront Economic Redevelopment Program and is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit. The City's participation in this development program is voluntary and notwithstanding any approvals from the appropriate state entity, can revoke its desire to implement the plan.
- II. Statement of impact of TIF on taxing jurisdictions within the county: See Attachment #15.

**VI. Original Development Program Tax Shifts (See Attachment #13)**

*A. Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$137,700

Municipal Revenue Sharing Tax Shift: \$17,004

County Tax Shift: \$7,855

Total Average Annual Savings: \$162,560

**VI-A Sub-District Tax Shifts (See Attachment #14)**

General Purpose Aid to Education Tax Shift: \$49,822

Municipal Revenue Sharing Tax Shift: \$6,183

County Tax Shift: \$2,856

Total Average Annual Savings: \$58,860

**VI-B. Added TIF District Properties of 2018 Tax Shifts (See Attachment #15)**

*A. Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$122,721

Municipal Revenue Sharing Tax Shift: \$11,772

County Tax Shift: \$10,522

Total Average Annual Savings: \$145,015

## **VII. Amended Development Program 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. §5226. The notice was published on \_\_\_\_\_ in a newspaper of general circulation (see Attachment #15).

### *B. Public Hearing*

A Public Hearing at which the proposed Amended Development Program for adoption was held on \_\_\_\_\_, 2018 in the Portland City Council Chambers. A copy of the minutes of that meeting is included as Attachment #16-A.

### *C. Authorizing Votes*

An attested copy of the resolution of the Portland City Council amending the Waterfront Redevelopment Program is included as Attachment #17-A.

# Investing in Our Working Waterfront

## Final Report of the Mayor's Waterfront Task Force on Economic Development

October, 2000: Final Report

### **Task Force Members:**

Councilor Karen Geraghty, Chair

Portland Harbor Commissioner Erno Bonebakker

Councilor James Cloutier

P.D. Merrill

Paul Peck

Charlie Poole

Anne Pringle

Senator Anne M. Rand

Representative G. Steven Rowe

Representative Michael Saxl

Elizabeth Sheehan

*Prepared by the Greater Portland Council of Governments  
Staffed by GPCOG and the City of Portland*

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# **Investing in Our Working Waterfront**

## **Final Report of the Mayor's Waterfront Task Force on Economic Development**

*Produced by*

***Greater Portland Council of Governments***

**Karen Martin, Economic Development Director**

**Annie Wadleigh, Support Services**

**David Willauer, Transportation Director**

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public policy, as noted above. This report is the result of a charge issued by then-Mayor Tom Kane to "focus on economic support for the waterfront...and to make the working waterfront work." It is the second of a three-phase process for defining the City's vision for its waterfront.

The Task Force presents its work to the City Council and to the public in the hope that the recommendations outlined herein will strengthen and further extend Portland's proud heritage as a waterfront city.

### **Background**

The Waterfront I report specified certain guiding principles for the redevelopment of the eastern waterfront area, including, in particular, the current site of the Bath Iron Works Ship Repair Facility, the Maine State Pier.

Since the submission of that report, BIW has indicated its consent to the basic provisions that the Maine State Pier would revert to public ownership. Approximately half of the funding for the redevelopment plan adopted by the Waterfront I Task Force was approved by the Legislature and voters during 1999. It is anticipated that additional funds will be sought through federal and State sources in the coming year.

The Waterfront I Task Force expressly reserved for future consideration three important general areas:

- 1.) **The Development Plan.** This plan will address the development of site plans, building purposes and specifications for the BIW site as a Transportation Center and Gateway. The plan will also address the uses of adjoining public lands and rights-of-way as well as the development of nearby private properties. Waterfront I referred to the plan to be created by an appropriate public process as the **Development Plan** of the waterfront. The process to create this plan will be take place in **Waterfront III**.
- 2.) **The Economic Plan.** An additional need acknowledged in the **Waterfront I** report was to develop practical short-term and intermediate-term means to assist in the promotion of the economic health of the private sector as it operated primarily in the inner harbor. An additional responsibility was to understand and find ways to implement practical means to assist our fishing industry. The charge for this committee – the **Waterfront II Task Force** – was, in the words of Mayors Kane and Mavodones, "action, action, action."

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- 3.) **The Master Plan.** A **Master Plan** for the entire Portland Waterfront, focused primarily on the Harbor, but including the distance from Stroudwater to the Presumpscot River, as well as the Island shores, would project long-term changes, inventory assets and under-utilized facilities and capabilities along the Waterfront. It would identify needs and opportunities for future uses and development, and outline funding and economic strategies for maintaining our maritime and marine industrial economy, while introducing opportunities for recreation, public access and appropriate other complementary uses.

Master planning for this purpose will be a central mission of **Waterfront III** and is contemplated in the current City budget. The uses and purposes set out in the **Development Plan** will necessarily depend on adjoining and nearby compatible uses and facilities.

The Mayor's Waterfront Task Force (Waterfront II) was appointed in the Summer of 1999 as a follow-on to the work of the original Waterfront Task Force (Waterfront I), which submitted its report to the Council and community in January, 1999.

#### **Research and Findings of Waterfront II**

As a group charged with narrow and specific tasks associated with focused economic planning, the Task Force has consciously sought to fully involve identified segments of the harbor economic community, focusing most directly on business owners, pier owners/operators and fishing vessel owners/operators. Involvement in the process included deliberation and discussion with affected persons and structured information gathered within the affected community. This report documents the public process, the research finding, guiding principles and goals for the waterfront and, finally, recommendations.

**Information Sources:** The Task Force is broadly based within the harbor community, and through its membership has created direct links to organizations that have grappled with many of the salient issues for years. The participation of waterfront officials and the ready availability of information supplemented knowledge gleaned from economic development authorities – both public and private. The Task Force used business surveys, interviews and forums to obtain direct information from the participants in the current economy. Three surveys were administered as part of the Waterfront II process. One survey focused on the waterfront property owners. A second survey included all businesses located on the water-side of the waterfront. A third survey was directed at fishing vessel owners and operators. In particular, the Task Force sought to understand operating issues, difficulties in capital flows, and other business needs. Some of these clearly implicated public policy in some way, or suggested structural economic barriers that could benefit from a public policy solution.

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The research also revealed that information is an occasionally scarce resource in the waterfront economic community. Most glaring was the lack of information implicit in an often stated need or desire for precisely the same economic or technical assistance that is now routinely available through the Resource Hub, the Department of Economic Development and the Downtown Portland Corporation.

Other research completed as part of this report included a rough physical assessment of wharves and piers developed from a water-side inspection of the entire inner harbor. The assessment, conducted by a marine engineer, resulted in an inventory of the apparent conditions of all the piers. In the preliminary engineering assessment performed by TEC Associates, 14 wharves were examined for short-term and long-term maintenance and repairs. In the short term, four of the 14 wharves were in good condition and would probably require no repairs over the next three years. Six of the wharves required repairs and maintenance that was estimated to cost between \$15,000 and \$100,000. The remaining four wharves required short-term investments in repair and maintenance estimated at more than \$100,000. Two of these wharves needed maintenance and repairs estimated at nearly \$500,000 over the next three years. The assessment indicated a total need of approximately \$1.4 million in repairs over the next three years.

The Task Force also included a review of the many waterfront-related studies and task force reports over the past 20 years, made good use of technical and financial expertise of City officials in the Assessment and Finance Offices, and had the benefit of the expertise of City, regional (Greater Portland Council of Governments), and nonprofit economic development professionals. In the Appendices of the full report, we included a copy of the overview of previous studies, summaries of public meetings, our survey response compilations and copies of our meeting minutes.

**Economic Findings:** In summary, the Task Force concluded that the private piers suffer from a limited return on capital in relation to the most critical resource and marine heritage related uses -- the water-dependent, or so-called "working waterfront" uses. The piers are in various states of repair or disrepair, and suffer to a greater or lesser degree from obsolescence and disinvestment. Infrastructure for the piers, such as modern sewerage, electrical service or structural support, is expensive, requires permitting or environmental reviews, and, as with the piers and buildings themselves, is subject to rapid degradation from natural elements.

In a preliminary engineering assessment performed by TEC Associates, 14 wharves were examined for short-term and long-term maintenance and repairs. In the short term, four of the 14 wharves were in good condition and would probably require no repairs over the next three years. Six of the wharves required repairs and maintenance that was estimated to cost between \$15,000 and \$100,000. The remaining four wharves required short-term investments in repair and maintenance estimated at more than \$100,000. Two of these wharves needed maintenance and repairs estimated at nearly \$500,000 over the next three years. The assessment indicated a total need of approximately \$1.4 million in repairs over the next three years.

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Over the next 10 years, an additional estimated \$1.8 million in investment is needed in repairs and maintenance for the 14 wharves included in the inventory. It should be noted that these estimates are for repairs and maintenance. The estimates do not include costs for any improvements or additions to the wharves. They do not take into consideration needed machinery or other types of marine-related infrastructure that may be needed to support marine-related industries.

**Private Piers Dredging:** Alongside the piers, the complexities of dredging, and most particularly, the expense and difficulty of obtaining permits and approval for means of dredged material disposal, has resulted in an ongoing decrease in water depths. Dredging has been a long-term problem. Hopes that the pier dredging could be addressed when the Federal Channel was dredged were dashed upon the shoals of the environmental permitting process. The private pier owners identified the soil contamination caused by combined sewer overflows (CSO's) and stormwater runoff as a major cost in environmental permitting for dredging. This contamination is beyond the control of the property owner and, therefore, the public shares some responsibility for the permitting and dredge disposal designation problems. The City's Waterfront Department is exploring State and federal participation in addressing this problem. Contamination caused by CSO's and stormwater runoff is a significant future economic roadblock, and one appropriate for public participation in a solution.

**Parking Issues:** Traffic and parking has been repeatedly and currently identified as a burden on conducting business on the piers, and it is certainly one likely to increase in scope and severity as the eastern waterfront is redeveloped and the current islander parking area is converted to other uses. The need to accommodate on-site parking, even at the reduced levels specified for the waterfront in our zoning ordinances, contributes to the low equity return on piers by consuming, perhaps unnecessarily, large and valuable areas at the water's edge.

**The Fishing Industry:** The most dire predictions about the fishing industry have not come true. Nevertheless, the fleet of the Port of Portland may never recover to the degree that it will operate again in the range of its historic highs. The industry faces competition from other ports in attracting the fewest participants in the fishing industry. Research revealed a willingness by private lenders to participate in the capitalization of this industry, and there is clearly a public role in assuring a steady and economical flow of capital on a consistent and long-term basis. An important strategy for the long-term health of the port is investing in infrastructure that supports waterfront businesses. Examples of infrastructure investment could include the development of fish freezing capability on the Portland waterfront, the exploration of aquaculture enterprise, the addition of more berthing space and the rehabilitation of area clam beds.

**Fiscal Analysis:** The intention of the Task Force has been to develop a long-term means of addressing persistent infrastructure and business development problems. Avoiding duplication of already existing programs or administrative capabilities and minimizing, if not eliminating, impact on the City budget are additional important considerations.

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The proposals have a low impact on the City budget and depend on revenues from anticipated growth as the primary means for financing the public share of lending and capital projects. As capital projects come on-line with associated revenues, and as loan funds are repaid and re-loaned, we hope that the economic impacts will combine with fund repayment cash flows and operational revenues (such as from the fish freezer or parking garages) to create a positive impact on the city budget.

**Recommendations:** The Task Force recommends the following actions to address the economic development needs of the Portland waterfront:

- ◆ Encourage private and public sector waterfront investments through lending programs and a capital improvements program.
- ◆ Create a waterfront-centered economic development outreach program to ensure that waterfront businesses have access to needed programs and services.
- ◆ Support the current use taxation referendum to provide property tax relief to waterfront property owners.
- ◆ Support clean, working harbors through addressing the negative effects of combined sewer overflows (CSO's) and stormwater runoff on the waterfront economy. In particular, explore ways to share the expense of dredging caused by contaminants resulting from CSO's and stormwater runoff.

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## **I. Task Force Origin and Statement of Purpose**

### **Task Force Origin**

The Mayor's Waterfront Task Force was convened by Mayor Thomas Kane in June, 1998. Three phases were identified:

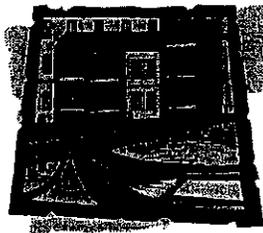
- Phase I The Task Force would engage in fact-finding and solicit public comment on recommendations for use of the property currently leased by BIW, and city-owned property immediately adjacent to the BIW-leased property, on the eastern end of the Portland waterfront (essentially waterfront and upland area east of Franklin Street).
- Phase II The Task Force would analyze additional data and make recommendations based on the economic development needs of the working waterfront.
- Phase III The Task Force will undertake the production of a Master Plan for the entire waterfront.

Phase I work began in June, 1998 and ended in February, 1999 with the distribution of the Phase I report. The Phase II project began in May 1999 and will be completed in September of 2000 after a series of public meetings to review the recommendations contained in this report.

The focus of Phase II was to determine how to identify resources to ensure future economic development for the Port of Portland. The Phase II Task Force developed the following Statement of Purpose toward this end:

### **Statement of Purpose**

Private property owners and businesses on the Portland Waterfront face economic challenges because of the need to make large capital investment in infrastructure. The Waterfront Task Force will review infrastructure along the waterfront to identify infrastructure challenges that may adversely affect the economy of the waterfront and to identify possible solutions that address those challenges.



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## II. Methodology

### Overview

The purpose of Phase II of the Waterfront Task Force was to review infrastructure along the waterfront in order to identify infrastructure challenges that may adversely affect the economy of the waterfront. In order to assess infrastructure challenges, the Task Force employed several methods of collecting information.



The first and most important part of the information collection process was the development of an open and ongoing discussion with business owners, property owners and interested parties on the Portland waterfront. This chapter documents the methods used to solicit input from the various waterfront stakeholders on the needs and the potential of Portland's working waterfront.

The Task Force also developed technical approaches to assessing the needs and condition of the waterfront. These technical assessments included:

- a) an engineer's preliminary inventory and structural assessment of private piers and wharves;
- b) the development of three surveys to solicit information from property owners, businesses and owners of fishing vessels using the Portland Harbor; and
- c) an assessment of the City of Portland's financial loan programs available to businesses.

In addition to the new information developed by The Task Force, members reviewed existing assessments of waterfront infrastructure needs. A list of all previous waterfront plans and initiatives was developed and is included in Appendix F.

### Public Participation

Citizens, businesses, property owners and other interested parties were invited into the Task Force process in a variety of ways. First, the Task Force meetings were open to the public and participation in the meetings was encouraged. Meetings were generally held on the third Wednesday of the month at 4:00 p.m. in Room 209 at Portland City Hall. Meeting notices and materials were distributed to any interested party. Attendance at the meetings generally included five to 10 non-committee members. Attendance at each meeting is documented in Appendix A of this report.

The Task Force also held a special luncheon meeting for pier and wharf owners. This meeting took place at DiMillo's Restaurant on January 13, 2000. Seventeen property owners attended the meeting. A full meeting summary is included in Appendix B.

The Task Force also devoted time at meetings to learn about the special demands and expenses of marine-related infrastructure. Marine construction must accommodate tremendous and dynamic energy loads in a highly corrosive and fragile environment. To better understand marine construction, the Task Force agenda included a presentation by

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the Maguire Group Inc. This team of architects, engineers and planners explained to the Task Force and the public just how costly marine construction can be.

The Task Force made time on its agenda for emerging Maine State Legislative initiatives that could affect working waterfronts. By providing time at the meetings, the Task Force assisted in distributing important and late-breaking information to waterfront stakeholders.

Lastly, the public and waterfront constituents needed the opportunity to learn and discuss Task Force findings and recommendations. Four public meetings were held to present the report developed by this Task Force, including three boat tours. During the boat tours, the citizens were able to view the infrastructure of the waterfront for themselves. Summaries of these meetings are contained in Appendix H.

As we enter the action phase, we also suggest a full opportunity for public discussion on a large scale. Hopefully, public forums can be organized throughout the city where the history and philosophy of zoning, what we know of current issues, opportunities and needs and recommended actions and courses of action can be reviewed.

### **Technical Studies**

Three inventories/assessments were developed specifically for the Task Force's use. First, a preliminary inventory and survey of private wharves and piers in the Portland Harbor was conducted by Wayne W. Duffett, P.E. of TEC Associates, in December of 1999. The work was developed by a visual inspection from a small boat. While the observations and estimates made in the report are cursory in nature and are not intended to guarantee the condition, safety, or capacity of the structures, they did give the Task Force some basic idea of the magnitude of the investment needed in private piers and wharves on the Portland waterfront.

Second, a series of survey instruments were developed to ascertain the needs of the various stakeholders for infrastructure improvements. The first target of the surveys were the property owners. This survey was mailed to every owner of waterfront property who was engaged in marine-related activities. This survey concentrated on the specifics of the improvements needed on the owners' properties.

The second survey was targeted to business owners along the waterfront – regardless of whether they were property owners. The survey identified 232 businesses that were physically located on the waterfront, most of them on the water-side. This inventory is included in Appendix E. The business list was developed by walking along each of the working piers and wharves and documenting businesses. The survey was mailed out to all of the 232 businesses, without regard to their *need* to be located on the waterfront. The survey requested, however, that each respondent indicate the percentage of their business that was *related* to waterfront activity. Of the 232 surveys mailed out, 30% were returned. Of the surveys that were returned, 80% of the respondents indicated that their business was dependent on waterfront activities. When examining the surveys by the products of each business, we found that 22% of the surveys were water-dependent,

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43% of the survey respondents were marine-related, 12% identified their business as minimally related to marine activities, and an additional 22% were located on the waterfront but had no relationship to marine activities.

The third survey was targeted toward fishing vessels using the Portland Harbor. Just over 40 surveys were mailed out. Eighteen surveys were returned, representing 30 boats and approximately 125 employees. All of the respondents stated that their product line included groundfish. The majority of the boats were equipped for multi-species harvesting.

All three survey instruments and the results are included in Appendix D.

The last element to the information puzzle for the Task Force was an inventory of City of Portland loan programs and financial services that are available to Portland businesses. This inventory is available in Appendix C.

### **Waterfront Task Force Meeting Highlights**

*September 7, 1999*

- The particular focus of the current Waterfront Task Force was determined to be how to generate funds for private pier owners and how to garner appropriate resources to ensure future economic development.
- The City of Portland Department of Transportation's "Strategic Action Plan" includes reinvestment in privately owned piers in its guiding principles.
- Doing comparison studies with other ports similar to Portland will generate ideas on an economic plan.
- The Task Force decided to review the City's Comprehensive Plan, clarify the zoning policy, create a current inventory of waterfront business and conduct a survey of needs, develop an action plan and make recommendations to the City Council.

*October 20, 1999*

- Joe Gray, from the Portland Planning Department, presented an overview of waterfront zoning ordinances and the three major waterfront zones: The Port Development Zone, the Special Use Zone and the Waterfront Central Zone.
- The Task Force reviewed the proposed Statement of Purpose and Three-Step Process to develop a scan of waterfront businesses, conduct a survey of infrastructure problems and review economic development models.
- Three Subcommittees were formed to assist in this process: The Business Survey Subcommittee, the Infrastructure/Property Owner Survey Subcommittee and the Economic Development Subcommittee.

*November 17, 1999*

- Lee Urban gave a presentation on the Downtown Portland Corporation Model, including five loan programs that may be relevant to waterfront needs.

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- The Business and Infrastructure Survey Subcommittees reviewed survey tools and timelines. The Economic Development Subcommittee reviewed various funding ideas.

#### *December, 1999*

- Victor Calabretta, from the Maguire Group, gave a presentation on the various types, impacts, costs and special considerations related to marine construction.
- Wayne Duffet, from TEC Associates, reviewed a quick Physical Survey and Report of Waterfront Infrastructure he conducted by boat for PDOT. The report did not address dredging or building infrastructure. Many piers are better-off than their appearance would suggest.
- The Task Force planned a Property Owners Luncheon at which waterfront property owners would be invited to gather and discuss their infrastructure needs.

#### *January, 2000*

- The Task Force reviewed the Property Owners Luncheon at which various issues, including dredging, property taxes, parking and economic development were discussed. Questionnaires were also filled out at the meeting.
- The importance of the dredging issue was discussed and various recommendations and options were explored.
- Elizabeth Sheehan distributed a one-page sheet profiling existing economic development finance programs in the area.
- The Task Force reviewed draft copies of the Business Survey and the Waterfront Business Inventory list.

#### *February, 2000*

- The Task Force decided to offer conceptual support to the City's Legislative Committee to the effect that L.D. 2422, the Commercial Fishing Initiative is acceptable and should be advanced.
- Karen Martin gave an update on the surveys. Almost half of the Property Owner Questionnaires were returned. Main themes included loan fund needs, the importance of retaining marine-related uses on the waterfront, lack of economic returns on investment, infrastructure concerns and the need for increased flexibility for property owners due to changing waterfront interests.
- The Task Force requested that a Fishing Vessel Survey tool be developed and sent out in order to get feedback from boat owners.

#### *March 15, 2000*

- It was reported that L.D. 2422, the Commercial Fishing Initiative, was passed by the Maine Legislature and would go to public referendum in November, 2000.
- Outreach suggestions for the Resource Hub included giving talks to various waterfront organizations
- Discussion took place regarding the "Business Survey Result Summary" and the following conclusions were drawn: space constraints on the waterfront are a major issue; banks and other lenders are often uneducated about marine-related businesses;

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there is a lack of available financing for large loans; industry perspectives often vary from public perceptions.

- A review of the "Port of Port Chronology" demonstrated ongoing attention given to waterfront issues, particularly waterfront zoning and investment in infrastructure.
- It was noted that dredging is largely beyond the scope of the Task Force.
- Jeff Monroe presented draft copies of a "Master Dredging Plan/EIR/Local Share" legislative initiative.

*April 26, 2000*

- Elizabeth Sheehan distributed copies of the Economic Development Subcommittee Report and reviewed the four main sections: Guiding Principles, Goals, Suggested Actions and Waterfront Fund Recommendations. The first priority should be in infrastructure investment with funding at below the market interest rates. The Subcommittee agreed to revise the report according to comments from the Task Force.
- The Task Force discussed various funding strategies.
- Karen Martin distributed copies of the Fishing Vessel Survey Summary.

*May 24, 2000*

- The Draft Final Report, prepared by GPCOG was reviewed by the Task Force.

*September 20, 2000*

- The Task Force held one final meeting to review the public outreach component and finalize details of the Final Report.

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### III. Guiding Principles and Goals



Before developing various strategies and recommendations, the Task Force proposed and agreed upon some basic guiding principles and goals regarding the waterfront.

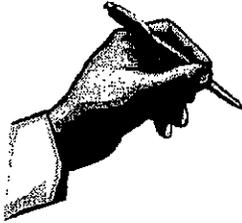
#### Guiding Principles

- ◆ The Portland waterfront is a limited natural resource and the City has established and should continue a policy of preserving access for both traditional and emerging water-dependent uses.
- ◆ While the Portland waterfront serves a number of functions (job center, industry center, property tax base, transportation center, retail center, gateway, home, marine ecosystem, etc.), its primary role, recognizing its unique geography, is as an economic center for water-dependent businesses which cannot exist elsewhere.
- ◆ Stable pier infrastructure is an essential element for successful water-dependent businesses.
- ◆ Easy access to land-based transportation is essential for successful water-dependent businesses.
- ◆ The array of marine-related industries on the waterfront represents a critical mass of interdependent uses and services that, in total, provide a necessary base for continued viability of water-dependent uses.
- ◆ Mixed uses, including existing tenants and, potentially, new development, present important opportunities to generate revenue streams that support infrastructure dedicated to water-dependent uses.

#### Goals

- ◆ To continue the policy priority of supporting water-dependent and marine-related businesses.
- ◆ Assist in maintaining the physical infrastructure of the waterfront.
- ◆ Utilize existing program and funding resources to cover gaps not being met by private financing sources.
- ◆ Address overarching needs that affect both waterfront businesses and other businesses in the Old Port area, especially regarding traffic congestion and parking.

## IV. Research and Findings



This chapter presents highlights of the findings of the Task Force, based on its technical studies and public participation process. The important elements from the various assessment tools include the following:

- ◆ Assessment of the current conditions of the Waterfront infrastructure.
- ◆ Identification of the types of infrastructure needed or desired by owners and users of the waterfront.
- ◆ Identifications of barriers to investing in the waterfront.
- ◆ Identification of potential tools for improving the waterfront for business.

### **Current Conditions of the Infrastructure**

In the preliminary engineering assessment performed by TEC Associates, 14 wharves were examined for short-term and long-term maintenance and repairs. In the short term, four of the 14 wharves were in good condition and would probably require no repairs over the next three years. Six of the wharves required repairs and maintenance that was estimated to cost between \$15,000 and \$100,000. The remaining four wharves required short-term investments in repair and maintenance estimated at more than \$100,000. Two of these wharves needed maintenance and repairs estimated at nearly \$500,000 over the next three years. The assessment indicated a total need of approximately \$1.4 million in repairs over the next three years.

Over the next 10 years, an additional estimated \$1.8 million in investment is needed in repairs and maintenance for the 14 wharves included in the inventory. It should be noted that these estimates are for repairs and maintenance. The estimates do not include costs for any improvements or additions to the wharves. They do not take into consideration needed machinery or other types of marine-related infrastructure that may be needed to support marine-related industries.

According to the property owners' survey, five of the nine respondents indicated that they had infrastructure financing needs of between \$100,000 and \$500,000. If the financing needs of all the property owners are totaled, the total sum of the investment needed amounts to approximately \$1.6 million. This figure is remarkably similar to the \$1.4 million identified as the actual costs of repairs needed in the short-term structural assessment.

### **Types of Infrastructure Investments**

Fish harvesters, businesses and property owners were all asked about the type of infrastructure investments needed on the Portland waterfront. In addition, the TEC Associates' inventory suggested needed repairs, by wharf.

Based on surveys from 18 fish harvesters, several different types of infrastructure needs were identified. Some harvesters pointed out that some of the private wharves needed dredging and repairs. Fish harvesters also listed the need for more reasonably priced dock space; a building to work on fishing gear; more parking; and better traffic movement on Commercial Street. The need for more dockage was the most frequently cited response.

Based on the survey of property owners, their number one infrastructure need is for dredging. Six of the nine respondents stated that they needed to dredge. Four of these property owners indicated that the cost of dredging would average approximately \$100,000. Two of the six owners did not provide cost estimates. Other common infrastructure needs were for basic wharf maintenance such as pilings, bulkheads, and decking. Two of the owners listed road work as a need. One of the owners cited the need for parking infrastructure.

Based on the survey of businesses on the waterfront, infrastructure needs include: parking; transportation improvements on Commercial Street; the addition of the I-295 Connector; more restrooms; building renovations; more affordable, light-industrial space; dredging; more Internet connections; and more general development. The most frequently cited response focused on parking.

### **Barriers to Investment**

Property owners identified a few key barriers to reinvesting in the waterfront infrastructure. At the property owners meeting, the expense of dredging was expressed by wharf owners as a key barrier. The owners indicated that contaminated storm water runoff from city streets and sewers was one of the major contributors to the cost of dredging and, therefore felt the City should participate in those costs.

The tax structure was another barrier listed by the property owners. Basic repairs are made; however, real growth in infrastructure capacity does not happen because of the fear of increased taxes. Some property owners are concerned about their ability to construct and fill new buildings, given the first-floor use restrictions. With the first floor restricted to marine uses, owners worry that marine uses really can't pay market rates and survive. The owners need market rates to pay for the new investments. Some owners were also concerned about the ability to fill first floors with marine businesses. The owners wondered if enough new marine businesses are being generated to keep up with the available space. Problems with building vacancy rates were indicated by two of the nine wharf owners who participated in the survey. An additional four owners indicated that the marine infrastructure is underutilized, due to the need for basic repairs and maintenance.

Through the business owner survey, we learned that over half of the respondents felt that their space would be inadequate for their needs over the next three years. If property owners are reluctant to make investments, there is the possibility that those businesses that don't have to be on the waterfront may abandon their current facilities in search of additional space. Without new investment in the waterfront infrastructure, some

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waterfront businesses may move away to suit their growth needs, even though these strong, growing companies are the ones that are needed to subsidize the investment in waterside infrastructure.

Some owners also indicated that the City lacks a clear vision of the future of the waterfront. Without a future spelled out, owners may be reluctant to make significant investments.

When we add in the fishing vessel surveys, we add another layer of complexity to the barriers to waterfront investment. Fishing is an industry that, on the surface, looks bleak, yet recent landings at the Portland Fish Exchange are up significantly. The respondents in the fishing vessel survey indicated that despite the hardships, they are continuing to invest in the industry.

Given the ever-changing combination of restrictions to days at sea, types of gear, and areas to fish, harvesters have an extremely difficult time in developing business plans. Yet the very nature of the industry demands constant investment in gear, rigging and other marine-related investments. Four of the six respondents who indicated that they needed financing for their fishing businesses stated that they have had problems with banks that don't understand the nature of their industry.

The fishing fleet also needs reasonably priced waterside infrastructure on the piers and wharves. They need berthing space, office space and gear storage space. All of which they need at the low end of the market rate.

Lastly, existing public sector financing programs present barriers to waterfront investments. Most of the public-sector lending programs are for loans of under \$100,000. The surveys illustrate that waterfront infrastructure is extremely costly and exceeds the parameters of many existing lending programs.

### **Potential Tools to Encourage Investment**

A basic characterization of the barriers to waterfront infrastructure investment is that there is a gap between the costs of improvements and the return on the investments from these improvements. There are only a few ways to bring investments and return on investments in line: reduce the tax burden, reduce the cost of financing, or increase the potential for return on investment.

The survey instruments provided feedback regarding the need for various types of financing and business services. The following exhibits show several characteristics of the waterfront businesses, including: future plans, types of financing needs, problems with financing, and amount of financing needed. The table breaks out the business responses by water-dependent, marine-related, no relationship, and those that have a slight relationship to the waterfront.

Exhibit 1 shows results from the survey of all waterfront businesses. The exhibit indicates that nearly half of all businesses on the waterfront are planning to add new employees and invest in new equipment. These trends are true for water-dependent businesses as well as non-water-dependent uses. Another large percentage of businesses are looking to either renovate or expand their space.

### Exhibit 1: Business Plans and Financial Needs

Plans	Water Dependent	Marine Related	No Relationship	< 10% Marine Related	Total Responses	% of All Respondents Saying Yes
Renovate Space	5	6	1	1	13	21%
Expand Space	2	9	4	2	17	27%
Expand Market Area	4	10	2	4	20	32%
Move Off Waterfront	1	1	1	0	3	5%
Reduce Employees	0	1	0	0	1	2%
Change Product Mix	1	5	3	1	10	16%
Invest in Equipment	6	10	5	6	27	43%
Relocate on Waterfront	1	3	1	0	5	8%
Add Employees	6	13	7	5	31	49%
No Changes	3	6	5	2	16	25%
Total Respondents	13	29	13	8	63	

Exhibit 2 shows the financing needs of businesses along the waterfront and of the fishing vessels. More than half of the 67 business respondents stated that they would be interested in a public sector loan program. For water-dependent businesses, 67% indicated that they would be interested in financing programs. Of the 67 businesses, 27% indicated that they needed the financing programs for working capital. Of those businesses that stated that they needed financing, 18 of the 35 businesses wanted financing for working capital. A significant portion of the businesses also said that they needed financing for machinery and equipment.

### Exhibit 2: Financing Needs of Waterfront Businesses

Financing Needs of Waterfront Businesses	Water Dependent	Marine Related	No Relationship	< 10% Marine Related	Total Responses	% of All Responses
Pier/Wharf Improvements	0	0	0	0	0	6%
Building	2	2	0	1	5	7%
Technical Assistance	1	1	0	0	2	3%
Machinery and Equipment	4	3	0	2	9	13%
Legal & Accounting	1	0	0	0	1	2%
Working Capital	2	7	5	4	18	27%
Total Responding that they had needs	10	13	5	7	35	52%
Total Respondents	15	29	15	8	67	100%

When fishing vessel owners were surveyed, 61% of the respondents indicated that they had financing needs. Unlike the respondents in the land side businesses, fishing vessel owners wanted financing for pier and wharf improvements. After pier and wharf improvements, owners needed financing for machinery and equipment and working capital. Exhibit 3 displays the financing needs of fishing vessels responding to the survey.

### **Exhibit 3: Financing Needs of Fishing Vessels**

<b>Financing Needs</b>	<b>Fishing Vessels</b>
Pier/Wharf Improvements	5
Building	1
Technical Assistance	1
Machinery and Equipment	4
Legal & Accounting	1
Working Capital	4
Total Responding that they had needs	11
Total Respondents	18

Exhibit 4 shows the amount of financing needed for business owners, property owners and fishing vessels. The land-side business owners had financing needs at a variety of levels. Ten of the businesses needed financing in excess of \$100,000. Eleven of the businesses needed financing of \$50,000 or less. Fishing vessel owners and property owners generally needed larger amounts of financing. Five of the six property owners needed financing in excess of \$100,000. The larger amounts of financing needed by the fishing vessels and the property owners is consistent with their desires to invest in pier and wharf improvements.

**Exhibit 4: Amount of Financing Needed Compared: Land Side Businesses, Fishing Vessels and Property Owners**

Amount of Financing Needed	Business Owners	Fishing Vessels	Property Owners	Total Yes's
Less than \$25,000	6	3		9
\$25,000 to \$50,000	5	2		7
\$50,000 to \$100,000	6	3	1	10
\$100,000 to \$500,000	7	4	4	15
More than \$500,000	3	1	1	5
Total Specifying Amount of Financing Needed	27	13	6	46
Total Respondents	67	18	9	94

## V. Task Force Recommendations



Based on the findings identified above, the Task Force recommends the following four actions.

- ◆ Encourage private and public sector waterfront investments through lending programs and a capital improvements program.
- ◆ Create a waterfront-centered economic development outreach program to ensure that waterfront businesses have access to needed programs and services.
- ◆ Support the current use taxation referendum to provide property tax relief to waterfront property owners.
- ◆ Support clean, working harbors through addressing the negative effects of combined sewer overflows and stormwater runoff on the waterfront economy.

### Recommendation One:

#### Encourage Private and Public Waterfront Investments

The Task Force recommends a public/ private partnership be developed for the dual purposes of providing a low-cost fixed rate loan fund and implementing a waterfront-related public improvement program to construct infrastructure for the fishing/marine resources industry and to finance parking facilities or congestion mitigation. The loan program will be a source of financing for improving privately owned waterfront piers, infrastructure and "gap" business financing,

The lending program and the infrastructure improvement program should be financed through the City's Capital Improvement Program (CIP). The CIP serves as the City's budget for capital expenditures and, if necessary, their supporting bonds. The CIP is also a multi-year strategy that provides a longer-term picture of the infrastructure needs of the City. Any bonds authorized through the CIP in support of waterfront improvements could be paid back through Tax Increment Financing Districts. A TIF could be authorized for a large geographic section of the waterfront to capture all improvements. A TIF could also be authorized for a specific business along the waterfront to spur private investment.

The effectiveness of these programs should be evaluated on a periodic basis to evaluate the degree to which they contribute to the long-term economic goals of the community on the waterfront. In particular, the economic health of "working waterfront" businesses and activities, the circumstances of the fisheries industry and the Fish Pier operations, and the physical condition of piers and the depths of water along the sides of piers have been documented in this report or in other recent research, and all should be re-evaluated periodically. The scale of investment contemplated in this report clearly indicates a path for measurable, positive change.

## A. The Lending Program

We recommend that the City Council and city administration develop a lending program in conjunction with the identified partners and such others as may be identified from time to time.

- 1) Advisory Committee: We urge the city to use existing administrative capabilities and procedures for implementation of this program. In conjunction with that, however, we believe that our findings about the waterfront economic community and its unique needs means that an Advisory Committee specific to the waterfront program is needed.

The purpose of this committee will be to advise the lending partners and City concerning the purposes and uses of the loan fund, and to advise the City administration and Council concerning infrastructure investments to be financed in whole or in part by the Waterfront Investment Fund. Members should be appointed through the normal appointment process, and should include lending partners, waterfront experts or representatives, public representatives and technical advisors, (such as waterfront office staff and affected industry representatives of marine resources from areas such as harvesting, production or processing).

This group would be charged with assessing the performance of the fund, and would guide fund policy and make appropriate recommendations to participants for changes. It would not make loan decisions.

The committee should take an active, annual role in developing a capital improvement program for the waterfront, including maintaining a persistent focus on assisting the marine-related, water-dependent uses which are the core activities of the "working waterfront."

- 2) Loan Funding Goals and Criteria: The participants should implement the principles and goals as articulated in this report and as refined and elaborated by the Advisory Committee from time to time. Procedures for funding, hypothecation or securitization, underwriting and repayment will be adjusted from time to time within the program to match the needs of the borrowers and the capabilities of the lending partners.

One principal objective of the loan fund process should be to incorporate the participation of lending partners to assist in market penetration, diversify funding sources and risks and access underwriting and technical expertise on a consistent basis as it evolves in the local capital markets. In general, the funding of loans should include, from non-city participants, a 50% match for projects expending \$100,000.00 or more.

changed to  
1/3  
1/3  
1/3

- 3) Lending Partners: The Task Force is aware that loan funds administered through the Economic Development Office and the Downtown Portland Corporation have been created, in whole or in part, with limited purpose grants or funding from private sector partners. We have identified lending partners, including Coastal Enterprises Inc., Greater Portland Council of Governments (GPCOG), and commercial banks, that are already lending to the waterfront commercial real estate and fishing sectors. Within the parameters of the broad purposes to be accomplished, additional participants should be recruited on an ongoing basis.
- 4) Loan Administration: The fund administration should be centralized and easy to access. The program should use existing administrative and technical resources and capabilities whenever possible. Two methods of administration could be used to create this "one-stop-shop" effect. First, the loan program could be assigned to the Downtown Portland Corporation. The Corporation should be renamed to reflect a broader mission i.e. Portland Investment Corporation. A second method for administering the program would be to outsource the program. Whichever method of administration is selected, the program must function as a "one-stop-shop" for financing to ensure ease of use.
- 5) Loan Fund Amount: Our evaluation of short-term loan demand, based on our surveys, indicates that the need for \$1,000,000.00 in City resources, assuming a 50% match from partners, to generate a total of \$2,000,000.00, would be adequate for initial periods.
- 6) Eligible Uses: The first priority we have identified would be to fund infrastructure investments and fixed assets such as utilities, pilings, dredging, deck replacement, pier improvements and renovations of lease space used or to be used for water-dependant purposes. At present, small business lending appears adequate through existing economic development programs; however, identification of gaps in available capital should lead to implementation of lending programs to fill capital gaps.
- 7) Interest Rate: A principal purpose of this program is to assure long-term capital flows to waterfront infrastructure which will assist in generating an economic return for marine-related, water-dependant activities. Lending programs financing these activities should feature a below market, blended rate.

#### **B. Waterfront Improvement Program**

The Task Force recognizes that unique conditions of congestion, economic crowding-out generated by mixed or multiple uses in certain areas, and a predictably slow return on investment in certain important economic sectors (including, currently, fisheries) make long-term capital investment a desirable public activity. Principally, parking facilities, traffic congestion and fishing industry investments are appropriate for immediate consideration for public investment.

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The Task Force recognizes that some of these investments, while of great importance to the waterfront, are unlikely to enjoy prompt funding when blended with the very great demands on capital funds from other projects and undertakings in the city. The needs to be addressed include congestion and lack of parking. Use of some of Maine's most valuable real estate as surface parking lots to meet zoning and land use requirements, as well as inadequate capital bases for investment or reinvestment in marine resources, all suggest a more focused public improvement program would have lasting beneficial effects on the waterfront economy.

The Waterfront Improvement Program would outline a dedicated, multi-year strategy for public investments. The stability inherent in a multiple-year public program of investment and reinvestment is an important element in inducing business confidence. Other important elements include the future existence of adequate infrastructure, the future availability of the financing of water-dependant uses operated by the private sector, and the future commitment of the City of Portland to the working waterfront.

1. Dredging: Funds should be made available on a grant or loan basis to provide a reasonable public share of the costs of permits and disposal options development to allow dredging of the pier areas with reasonably priced disposal. The highest value should be placed on reestablishing and continuously maintaining adequate depths at piers to accommodate ocean-going vessels. Local public and private funds should be leveraged with multiple other sources to create a permanent solution to this very important problem.
2. Environmental Improvements: A number of environmental issues were raised in the context of the waterfront. As noted in the following section of this report, contaminants from a variety of sources add to the cost of dredging. To the extent that improved public infrastructure can reduce these contaminants, such expenditures should be considered as part of the Waterfront Improvement Program. Examples of such facilities could be sewer lines, the reduction of stormwater runoff, pumpout facilities and solid waste disposal.
3. Transportation Infrastructure: The Task Force recommends that the City of Portland address these waterfront concerns and issues. The Task Force is aware that Phase III will undoubtedly deal in detail with eastern waterfront issues surrounding the development of transportation facilities and other anticipated development. The I-295 Connector roadway proposal, if built, will add important roadway infrastructure to the commercial activities of the West Commercial Street area.
4. Parking Garages: The Task Force recommends the development of waterfront parking garages not located on the water-side (with appropriate streetscape for retail or office uses) to supplement or replace the surface parking which serves the area. The intent is to free up precious waterfront land for productive use while relieving the parking problems for waterfront commerce. When appropriate, a progressive lessening of the on-premise parking requirements for piers could be coupled with

revised trucking and loading arrangements to assure a freer flow of freight and supplies.

### **C. Financing of Loans and Public Improvements for the Waterfront.**

The Task Force recommends the initiation of a dedicated fund to provide the capital for the lending program and the Waterfront Improvement Program. The fund would be part of the City's CIP program and would be managed by the by the City Council and administration, with the advice and assistance of the Advisory Committee. A dedicated bond package may be needed to finance the initial expenditures listed in the CIP. The CIP expenditures including bond payments are intended to be partially, if not completely, offset by the creation of a Tax Increment Financing District (TIF's) or Districts. The TIF Districts would capture any new valuation created by private investment into a dedicated fund.

The following actions are recommended:

1. Capitalization: A dedicated fund would be set aside to finance both the lending program and the Waterfront Improvement Program. To accomplish the goals of increasing both public and private investment, the fund should be capitalized at a level of \$1,000,000 to \$1,250,000 per year.
2. Capitalize Loan Program: The first use of the funds would be to provide capital for the lending program. To the extent that CIP or other funds are utilized to commence the lending program, these should be reimbursed or replenished to maintain the continuity and integrity of the fund.
3. Leverage Public Investments: Additional funds should be used to leverage productive capital expenditure in marine-related industries, and to create parking, through an annual plan of capital improvement.
4. Tax Increment Financing District: The amount of capitalization of the lending program and Waterfront Improvement Program will be dependent on the ability of the City to capture revenues through the creation of either one large Tax Increment Financing District (TIF) or a series of TIF's. Both sides of Commercial Street east of the Casco Bay Bridge, and an area of Fore Street and India Street within the region of the Development Plan could be designated, through effective Council and administrative action, to capture new assessments in the District. Funds captured by this method should be meaningfully restricted to assure they are devoted to economic development and investment as detailed in the Waterfront Improvements Program.

#### **Recommendation Two:**

#### **Create a Waterfront-Centered Economic Development Outreach Program.**

The surveys show that many waterfront businesses are simply unaware of the business services available through the City of Portland, and, in particular, the Resource Hub and

Downtown Portland Corporation. Waterfront business operators have routinely expressed as a high priority a desire for the very programs that the city offers.

The waterfront economic community can be treated as somewhat distinct for purposes of marketing the availability of business development services. The addition of specialized lending programs for the specific "gap" needs of waterfront businesses (see Recommendation One above) and the continued emphasis on developing marine-related, water-dependant uses should be prominently highlighted as the core economic policies of the community on the waterfront.

The Task Force recommends developing a waterfront business development marketing program, and specifically a brochure for waterfront businesses and pier owners, which outlines these community priorities and the associated financing and business assistance programs.

**Recommendation Three:**

**Support the Current Use Taxation Referendum to provide Property Tax Relief**

Since reducing property taxes would be one way of reducing costs for waterfront property owners, the City of Portland should support the Legislative Referendum that would address current use taxation for waterfront properties through amending the Maine State Constitution. Without such an amendment, the City has no mechanism to address property tax concerns of the waterfront property owners. These concerns were expressed in the meeting with waterfront business owners. The potential for increasing property taxes is a major concern of property owners who are considering re-investing in waterfront infrastructure. Discussions with the Portland Tax Assessor's office suggest that the impact of this change to the Maine State Constitution would have a minimal effect on the City's tax revenues.

**Recommendation Four:**

**Support Clean, Working Harbors**

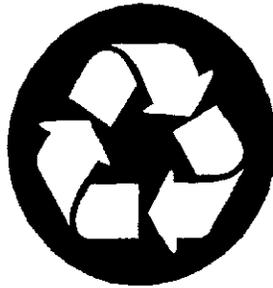
There are numerous combined sewer overflows (CSO's) and stormwater pipes that discharge into the harbor. They carry contaminants such as heavy metals from the land and spread them over the harbor floor. The contaminants build up in the mud that must be dredged in order to maintain a working water depth at the piers and wharves. The cost to dispose of the contaminated mud is about \$100 per cubic yard of contaminated mud vs. about \$12 per cubic yard for uncontaminated mud. The cost to dredge 200 to 300 feet of wharf face, depending on depth and width could be around \$30,000. If the mud is contaminated, the cost could increase up to \$300,000. These costs are almost impossible to recover in increased berthing fees. This situation is a significant future economic roadblock to our working waterfront, and one appropriate for public participation in a solution.

To address this problem, the Task Force recommends that the City develop and implement a plan to mitigate the effects of Combined Sewer Overflows (CSO's) and stormwater runoff on the ~~economy~~ of the working waterfront and on the ecological health

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of the harbor. The cost of some of these measures will be incorporated into the Waterfront Improvement Fund. The plan would accomplish the following

- 1) Devise a strategy that subsidizes dredging of sediments contaminated due to CSO's and stormwater runoff.
- 2) Incorporate the costs of addressing stormwater runoff in calculating infrastructure needs/costs.
- 3) Encourage the DEP initiative to eliminate illegal discharges.
- 4) Assess the potential for providing for sewer access out to the end of the wharves.
- 5) Assess the adequacy of pumpout facilities, solid waste disposal and hazardous waste disposal at the waterfront.
- 6) Explore the possibility of conducting a statewide environmental impact review
- 7) Request that the State develop a comprehensive process for future dredging.
- 8) Work with other port communities to address dredging issues at the national level.
- 9) Develop a specific plan to capture and treat street and stormwater runoff that contaminates the harbor.



As passed by City Council on June 4, 2001

AMENDMENT TO THE PORTLAND CITY CODE,  
CHAPTER 14, ARTICLE XV  
(WATERFRONT CAPITAL IMPROVEMENT AND ECONOMIC  
REDEVELOPMENT ZONE AND ORDINANCE)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,  
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That Chapter 14, Article XV Waterfront Capital Improvement and  
Economic Redevelopment Zone and Ordinance is hereby enacted to read as follows:*

Article XV. WATERFRONT CAPITAL IMPROVEMENT AND ECONOMIC  
REDEVELOPMENT ZONE AND ORDINANCE

Sec. 14.905. Title.

This ordinance shall be known as the Waterfront Capital Improvement and  
Economic Redevelopment Ordinance.

Sec. 14-906. Purposes.

The purpose of this ordinance is to implement those provisions of the Waterfront  
Economic Development Task Force Report, (Waterfront II) entitled "Investing in Our  
Working Waterfront: Final Report of the Mayor's Waterfront Task Force on Economic  
Development," dated September 2000, as adopted by the Portland City Council on  
June 4, 2001 which create a capital improvement plan for redevelopment on the Portland  
Waterfront. That plan includes funding the loan fund described in that report, the  
financing and installation of infrastructure to support the economy of that area of the City  
of Portland, such as parking facilities, utilities, traffic and congestion management  
installations, operating facilities for the cargo, fishing and other water-dependent, marine  
related industries, environmental protection and improvement, including the management  
and abatement of combined sewer overflows, appropriate assistance in the permitting and  
completion of dredging of siltation at piers wharfs and weirs, and such other matters as  
the City Council shall approve from time to time. These activities shall be collectively  
known as the redevelopment program.

Sec. 14-907. Creation of the Waterfront Redevelopment Economic Zone (WREZ).

The Waterfront Redevelopment Economic Zone is hereby created.

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Beginning at a point on the southerly side of the Eastern Promenade at the intersection of the Westerly side of the Portland House Condominium and the Easterly sideline of land now or formerly of Dan Haley.

Thence Southwesterly along the Southerly side of Eastern Promenade to Fore Street.

Thence Westerly along the Southerly side of Fore Street to the intersection of Fore Street and Montfort Street.

Thence Northerly along Montfort Street to the Southeast corner of the lot referenced as 20-C-2 on City of Portland Tax maps as of April first, 2001.

Thence Westerly along lot 20-C-2 about 72 feet.

Thence Northerly along 20-C-2 to 20-C-5.

Thence Westerly along 20-C-5 to the south corner of 20-C-5.

Thence Northwesterly along 20-C-5 to Newbury Street.

Thence Southwesterly along Newbury Street to Hancock Street.

Thence Southeasterly along Hancock Street to Middle Street.

Thence Southwesterly along Middle Street to 20-C-27.

Thence Southeasterly along the Northeast sideline of 20-C-27 about 99.99 feet.

Thence Southwesterly along the Southeast sideline of 20-C-27 to India Street.

Thence South along India Street to the Northern corner of 29-N-26.

Thence Westerly along the Northern side of lot 26 to lot 24.

Thence Westerly, Northerly, Westerly, and Southerly along 29-N-24 to Bradbury Court.

Thence Westerly along Bradbury Court to the Franklin Street Arterial.

Thence Northerly along Franklin Street Arterial to Fore Street.

Thence Westerly along Fore Street to Pearl Street.

Thence Southerly along Pearl Street to Gold Street.

Thence Westerly along Gold Street to Silver Street.

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Thence Northerly along Silver Street to Fore Street.

Thence Westerly along Fore Street to Market Street.

Thence Southerly along Market to the dividing line between 32-S-3 and 32-S-4 & 5.

Thence Northerly along Moulton Street to Wharf Street.

Thence Westerly along Wharf Street to a passage between Assessor's map 32 blocks "T" and "U" leading to Commercial Street.

Thence Southerly along said passage about 28 feet to the dividing line between lots 32-U-3 and 32-U-5.

Thence Westerly, Southerly, and Westerly along the Southerly line of lot 5 to Dana Street.

Thence Westerly across Dana Street and following the Northern boundary of lots 32-V-2, 4, 5, 8, and 12 to Union Street.

Thence Northerly on Union Street to Fore Street.

Thence Westerly on Fore Street to parcel 38-F-8.

Thence Southerly along the Easterly sideline of 38-F-8.

Thence Westerly along the Southerly sideline of 38-F-8 to Cross Street.

Thence Northerly to Fore Street

Thence Westerly along Fore Street to 38-G-7.

Thence Southerly along the Easterly sideline of 38-G-7.

Thence Westerly along the Southerly sideline of 38-G-7 to the Easterly sideline of Center Street.

Thence Northerly along Center Street to the Southerly sideline of 40-F-11.

Thence Southwesterly along the Southerly sideline of 40-F-11 and 40-E-1.

Thence Westerly along the South side of 42-A-8.

Thence Northerly along the Westerly line of 42-A-7 to York Street.

Thence Westerly along the Southerly side of York Street to High Street.

Thence Southerly along High Street 44 feet  $\pm$  to Southern sideline of 42-B-7.

Thence Westerly along the Southerly sideline of 44-B-2 to Park Street.

Thence Westerly across Park Street to the Southerly sideline of 43-C-7.

Thence Westerly along the Southern sideline of 43-C-7 to the edge of proposed State Street.

Thence Westerly across proposed State Street to the Southerly sideline of 43-E-8.

Thence Westerly along the Southerly sideline of 43-E-8 to the Casco Bay Bridge.

Thence Southeasterly along the Casco Bay Bridge to the Harbor Commissioner's Line.

Thence Northeasterly along the Harbor Commissioner's line to a point which is the intersection of the Harbor Commissioner's line and a line which is the extension of the lot line between the Southeasterly line of land now or formerly of Dan Haley and the Southwesterly line of the Portland House Condominium.

Thence Northwesterly along said line to the Southerly side of the Eastern Promenade at the point of beginning.

All as shown on a map dated April 13, 2001 entitled "Proposed Waterfront Redevelopment Area" on file in the Planning Office.

Any inconsistencies between this description and the map shall be controlled by the map.

#### **Sec. 14-908. Financing Activities.**

The following financing activities are authorized for the creation of funds to be used for the activities approved for funding by this ordinance:

##### **(a) Tax Increment Financing Districts Revenues.**

(1) Within the Waterfront Redevelopment Economic Zone (WREZ) all activity except minor changes as defined below, which results in an increase in assessed value due to new construction, development or redevelopment, renovation, refitting or other physical change to structures or uses, including acquisition of equipment, shall be subject to designation as a Tax Increment Finance (TIF) District to support redevelopment activities within the WREZ pursuant to 30-A M.R.S.A. §§ 251-526, as amended.

Minor changes shall mean those physical changes, minimal in scope or purpose, which when accumulated with previous and anticipated other changes, over a period of

two years, increase the assessed value of the affected property by a cumulative total of \$400,000 or less.

(2) Affected properties shall mean those properties within the zone which undertake activity, except minor changes as defined above, which results in a change in assessed value due to new construction, development or redevelopment, renovation, refitting or other physical change to structures or uses, including acquisition of equipment.

Affected properties within the WREZ shall be designated for inclusion in this redevelopment program as a TIF District, and the tax increment from the captured assessed value shall be applied to the redevelopment program purposes, subject to approval by the City Council on a TIF-by-TIF basis.

A property is an affected property if it otherwise so qualifies, and the total aggregate amount of captured assessment in the TIF Districts devoted to this redevelopment program does not exceed 1.25% (.0125) of the total taxable valuation of the City of Portland, when adjusted as necessary to reflect 100% valuation, as determined by the City Assessor.

(3) The redevelopment program shall be that series of investments, expenditures, guarantees and supports which are planned for project fund expenditures.

**(b) Program Income and Other Revenues.**

The City Manager will budget the program activities, including the program income and expense, of the redevelopment program annually for approval and implementation by the City Council. The redevelopment program is authorized to receive program income, grants, participations, joint ventures, investments and other revenues for the purposes of the redevelopment program as approved by the City of Portland from time to time.

**(c) Advisory Committee.**

At least once each fiscal year, the Waterfront Economic Development Advisory Committee established in Sec. 14-909 shall meet for the purpose of evaluating and proposing updates to the Development Plan, and for identifying properties developed in the redevelopment zone which qualify as TIF District properties. The Advisory Committee shall make an annual report of conditions and changes in conditions addressing the economic circumstances of the waterfront economy, and shall include in said report detail on at least the following issues:

(1) The utilization, adequacy and capital and operating position of the enterprise loan fund designed to assist water-dependant, marine-related properties and businesses;

(2) The state of the fishing industry, the adequacy and demand for berthing space and operating facilities, financing, local markets and opportunities, and the operations of public operations pertaining to the fishing industry;

(3) The status of other water dependant industries and operations along the Portland waterfront, including opportunities to develop or promote water dependent and marine resource dependant economic opportunities;

(4) The status of dredge operations and needs at public and private piers, the nature of impediments to maintaining full depths at all working Portland piers;

(5) The status of cargo operations in the Port of Portland, including analysis of surface transportation capacities serving the Port cargo operations, whether public or private;

(6) The status of parking availability, public access to the waterfront and to water dependent recreational activities and pursuits;

(7) The status of environmental concerns, programs and issues along the Portland waterfront, and particularly in the inner harbor; and

(8) Such other information, data or findings concerning conditions as affects the economic and environmental health of the waterfront area, or the recommendations of the Advisory Committee concerning the operations of the loan fund or the capital improvement program.

**(d) Recommendations.**

As often as it deems prudent, but at least once each fiscal year, the Advisory Committee shall, after notice and public hearing, prepare and submit to the City Manager and Council a recommended capital improvement plan, utilizing the revenues of the WREZ. The Finance 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.

**(e) Adoption.**

The City Council shall adopt amendments to the WREZ, designate TIF Districts and authorize expenditures and take such other actions as are necessary each year to implement this redevelopment plan and administer its revenues and expenses.

**Sec. 14-909. Waterfront Economic Development Advisory Committee.**

**(a) Creation and Purpose.**

The Waterfront Economic Development Advisory Committee is hereby created for the purpose of advising the City and its lending partner on the purposes and uses of the waterfront loan fund recommended in the Task Force Report and to advise the City administration and Council concerning infrastructure investments to be financed in whole or in part by the Waterfront Investment Fund.

**(b) Other Responsibilities.**

The Committee shall also:

- (1) fulfill its responsibilities under Sec. 14-908(b) and (c);
- (2) assess the performance of the fund, guide fund policy and make appropriate recommendations for change;
- (3) take an active annual role in developing a capital improvement program for the waterfront; and
- (4) maintain a persistent focus on assisting the marine-related, water dependent uses which are the core activities of the working waterfront.

**(c) Membership.**

There shall be nine members on the Committee including lending partners, waterfront experts or representatives, public representatives, and technical advisors such as City waterfront staff and affected industry representatives of marine resources from areas such as harvesting, production or processing.

**(d) Appointment.**

Appointments shall be made by the City Council based on the recommendations of the Appointments Committee.

**(e) Term of Office.**

The term of office for each member shall be three (3) years. Members shall serve until their successors have been appointed.

**Attachment #3**

City of Portland  
Code of Ordinances  
Sec. 14-902

Land Use  
Chapter 14  
Rev.2-4-10

Standards of Chapter 14 of the Portland Code prior to July 1, 2002, so long as such approval is valid and in effect on the date of this ordinance.  
(Ord. No. 26-02/03, 8-5-02)

**ARTICLE XV. WATERFRONT CAPITAL IMPROVEMENT AND ECONOMIC REDEVELOPMENT ZONE AND ORDINANCE**

**Sec. 14-905. Title.**

This ordinance shall be known as the Waterfront Capital Improvement and Economic Redevelopment Ordinance.  
(Ord. No. 249-01, 6-4-01)

**Sec. 14-906. Purposes.**

The purpose of this ordinance is to implement those provisions of the Waterfront Economic Development Task Force Report, (Waterfront II) entitled "Investing in Our Working Waterfront: Final Report of the Mayor's Waterfront Task Force on Economic Development," dated September 2000, as adopted by the Portland City Council on June 4, 2001 which create a capital improvement plan for redevelopment on the Portland Waterfront. That plan includes funding the loan fund described in that report, the financing and installation of infrastructure to support the economy of that area of the City of Portland, such as parking facilities, utilities, traffic and congestion management installations, operating facilities for the cargo, fishing and other water-dependent, marine related industries, environmental protection and improvement, including the management and abatement of combined sewer overflows, appropriate assistance in the permitting and completion of dredging of siltation at piers, wharfs and weirs, and such other matters as the City Council shall approve from time to time. These activities shall be collectively known as the redevelopment program.  
(Ord. No. 249-01, 6-4-01)

**Sec. 14-907. Creation of the Waterfront Redevelopment Economic Zone (WREZ).**

The Waterfront Redevelopment Economic Zone is hereby created.

Beginning at a point on the southerly side of the Eastern Promenade at the intersection of the Westerly side of the Portland House Condominium and the Easterly sideline of land now or formerly of

City of Portland  
Code of Ordinances  
Sec. 14-905  
Dan Haley.

Land Use  
Chapter 14  
Rev.2-4-10.

Thence Southwesterly along the Southerly side of Eastern Promenade to Fore Street.

Thence Westerly along the Southerly side of Fore Street to the intersection of Fore Street and Mountfort Street.

Thence Northerly along Mountfort Street to the Southeast corner of the lot referenced as 20-C-2 on City of Portland Tax maps as of April first, 2001.

Thence Westerly along lot 20-C-2 about 72 feet.

Thence Northerly along 20-C-2 to 20-C-5.

Thence Westerly along 20-C-5 to the south corner of 20-C-5.

Thence Northwesterly along 20-C-5 to Newbury Street.

Thence Southwesterly along Newbury Street to Hancock Street.

Thence Southeasterly along Hancock Street to Middle Street.

Thence Southwesterly along Middle Street to 20-C-27.

Thence Southeasterly along the Northeast sideline of 20-C-27 about 99.99 feet.

Thence Southwesterly along the Southeast sideline of 20-C-27 to India Street.

Thence South along India Street to the Northern corner of 29-N-26.

Thence Westerly along the Northern side of lot 26 to lot 24.

Thence Westerly, Northerly, Westerly, and Southerly along 29-N-24 to Bradbury Court.

Thence Westerly along Bradbury Court to the Franklin Street Arterial.

Thence Northerly along Franklin Street Arterial to Fore Street.

Thence Westerly along Fore Street to Pearl Street.

Thence Southerly along Pearl Street to Gold Street.

Thence Westerly along Gold Street to Silver Street.

Thence Northerly along Silver Street to Fore Street.

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Thence Southerly along Market to the dividing line between 32-S-3 and 32-S-4 & 5.

Thence Northerly along Moulton Street to Wharf Street.

Thence Westerly along Wharf Street to a passage between Assessor's map 32 blocks "T" and "U" leading to Commercial Street.

Thence Southerly along said passage about 28 feet to the dividing line between lots 32-U-3 and 32-U-5.

Thence Westerly, Southerly, and Westerly along the Southerly line of lot 5 to Dana Street.

Thence Westerly across Dana Street and following the Northern boundary of lots 32-V-2, 4, 5, 8, and 12 to Union Street.

Thence Northerly on Union Street to Fore Street.

Thence Westerly on Fore Street to parcel 38-F-8.

Thence Southerly along the Easterly sideline of 38-F-8.

Thence Westerly along the Southerly sideline of 38-F-8 to Cross Street.

Thence Northerly to Fore Street

Thence Westerly along Fore Street to 38-G-7.

Thence Southerly along the Easterly sideline of 38-G-7.

Thence Westerly along the Southerly sideline of 38-G-7 to the Easterly sideline of Center Street.

Thence Northerly along Center Street to the Southerly sideline of

City of Portland  
Code of Ordinances  
Sec. 14-905  
40-F-11.

Land Use  
Chapter 14  
Rev.2-4-10

Thence Southwesterly along the Southerly sideline of 40-F-11 and 40-E-1.

Thence Westerly along the South side of 42-A-8.

Thence Northerly along the Westerly line of 42-A-7 to York Street.

Thence Westerly along the Southerly side of York Street to High Street.

Thence Southerly along High Street 44 feet  $\pm$  to Southern sideline of 42-B-7.

Thence Westerly along the Southerly sideline of 44-B-2 to Park Street.

Thence Westerly across Park Street to the Southerly sideline of 43-C-7.

Thence Westerly along the Southern sideline of 43-C-7 to the edge of proposed State Street.

Thence Westerly across proposed State Street to the Southerly sideline of 43-E-8.

Thence Westerly along the Southerly sideline of 43-E-8 to the Casco Bay Bridge.

Thence Southeasterly along the Casco Bay Bridge to the Harbor Commissioner's Line.

Thence Northeasterly along the Harbor Commissioner's line to a point which is the intersection of the Harbor Commissioner's line and a line which is the extension of the lot line between the Southeasterly line of land now or formerly of Dan Haley and the Southwesterly line of the Portland House Condominium.

Thence Northwesterly along said line to the Southerly side of the Eastern Promenade at the point of beginning.

All as shown on a map dated April 13, 2001 entitled "Proposed Waterfront Redevelopment Area" on file in the Planning Office.

City of Portland  
Code of Ordinances  
Sec. 14-905

Land Use  
Chapter 14  
Rev.2-4-10

Any inconsistencies between this description and the map shall be controlled by the map.  
(Ord. No. 249-01, 6-4-01)

**Sec. 14-908. Financing Activities.**

The following financing activities are authorized for the creation of funds to be used for the activities approved for funding by this ordinance:

(a) Tax Increment Financing Districts Revenues.

- (1) Within the Waterfront Redevelopment Economic Zone (WREZ) all activity except minor changes as defined below, which results in an increase in assessed value due to new construction, development or redevelopment, renovation, refitting or other physical change to structures or uses, including acquisition of equipment, shall be subject to designation as a Tax Increment Finance (TIF) District to support redevelopment activities within the WREZ pursuant to 30-A M.R.S.A. §§ 251-526, as amended.

Minor changes shall mean those physical changes, minimal in scope or purpose, which when accumulated with previous and anticipated other changes, over a period of two years, increase the assessed value of the affected property by a cumulative total of \$400,000 or less.

- (2) Affected properties shall mean those properties within the zone which undertake activity, except minor changes as defined above, which results in a change in assessed value due to new construction, development or redevelopment, renovation, refitting or other physical change to structures or uses, including acquisition of equipment.

Affected properties within the WREZ shall be designated for inclusion in this redevelopment program as a TIF District, and the tax increment from the captured assessed value shall be applied to the redevelopment program purposes, subject to approval by the City Council on a TIF-by-TIF basis.

A property is an affected property if it otherwise so qualifies, and the total aggregate amount of captured assessment in the TIF Districts devoted to this redevelopment program does not exceed 1.25% (.0125) of the total taxable valuation of the City of Portland, when adjusted as necessary to reflect 100% valuation, as determined by the City Assessor.

- (3) Paragraphs (1) and (2) notwithstanding, the Council may by Council order determine that the increases in assessed value that would otherwise be designated for the first time as TIF districts under (1) and (2) above for the next succeeding fiscal year shall not be so designated.
- (4) The redevelopment program shall be that series of investments, expenditures, guarantees and supports which are planned for project fund expenditures.

(b) Program Income and Other Revenues.

The City Manager will budget the program activities, including the program income and expense, of the redevelopment program annually for approval and implementation by the City Council. The redevelopment program is authorized to receive program income, grants, participations, joint ventures, investments and other revenues for the purposes of the redevelopment program as approved by the City of Portland from time to time.

(c) Updates to development plan.

Periodically, the city manager shall evaluate and propose updates to the Development Plan, and identify properties developed in the redevelopment zone which qualify as TIF District properties. The city manager shall report to the council on conditions and changes in conditions addressing the economic circumstances of the waterfront economy, and shall include in said report detail on at least the following issues:

- (1) The utilization, adequacy and capital and operating position of the enterprise loan fund designed to assist water-dependant, marine-related properties

and businesses;

- (2) The state of the fishing industry, the adequacy and demand for berthing space and operating facilities, financing, local markets and opportunities, and the operations of public operations pertaining to the fishing industry;
- (3) The status of other water dependant industries and operations along the Portland waterfront, including opportunities to develop or promote water dependent and marine resource dependant economic opportunities;
- (4) The status of dredge operations and needs at public and private piers, the nature of impediments to maintaining full depths at all working Portland piers;
- (5) The status of cargo operations in the Port of Portland, including analysis of surface transportation capacities serving the Port cargo operations, whether public or private;
- (6) The status of parking availability, public access to the waterfront and to water dependent recreational activities and pursuits;
- (7) The status of environmental concerns, programs and issues along the Portland waterfront, and particularly in the inner harbor; and
- (8) Such other information, data or findings concerning conditions as affects the economic and environmental health of the waterfront area, or recommendations concerning the operations of the loan fund or the capital improvement program.

(d) Recommendations.

As often as he or she deems prudent, the city manager shall submit to the city council a recommended capital improvement plan, utilizing the revenues of the WREZ. The finance committee of the city council or such other committee as the Council shall designate shall conduct

City of Portland  
Code of Ordinances  
Sec. 14-906

Land Use  
Chapter 14  
Rev.2-4-10

public hearings on the recommended plan and refer the matter to the council for action.

(e) Adoption.

The City Council shall adopt amendments to the WREZ, designate TIF Districts and authorize expenditures and take such other actions as are necessary each year to implement this redevelopment plan and administer its revenues and expenses.

(Ord. No. 249-01, 6-4-01; Ord. No. 151-02/03, 2-3-03; Ord. No. 116-08/09, 12-1-08)

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*\*Editor's Note:* Sec. 14-909 *Waterfront economic development advisory committee* was repealed in its entirety per council order no. 116-08/09 and passed on 12/1/08.  
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Sec. 14-909. Reserved.  
Sec. 14-910. Reserved.  
Sec. 14-911. Reserved.  
Sec. 14-912. Reserved.  
Sec. 14-913. Reserved.  
Sec. 14-914. Reserved.  
Sec. 14-915. Reserved.  
Sec. 14-916. Reserved.  
Sec. 14-917. Reserved.  
Sec. 14-918. Reserved.  
Sec. 14-919. Reserved.  
Sec. 14-920. Reserved.  
Sec. 14-921. Reserved.  
Sec. 14-922. Reserved.  
Sec. 14-923. Reserved.  
Sec. 14-924. Reserved.  
Sec. 14-925. Reserved.  
Sec. 14-926. Reserved.  
Sec. 14-927. Reserved.  
Sec. 14-928. Reserved.  
Sec. 14-929. Reserved.  
Sec. 14-930. Reserved.  
Sec. 14-931. Reserved.  
Sec. 14-932. Reserved.  
Sec. 14-933. Reserved.  
Sec. 14-934. Reserved.  
Sec. 14-935. Reserved.

# Waterfront Capital Improvement & Economic Redevelopment Zone



Attachment #4

1 inch = 1,000 feet

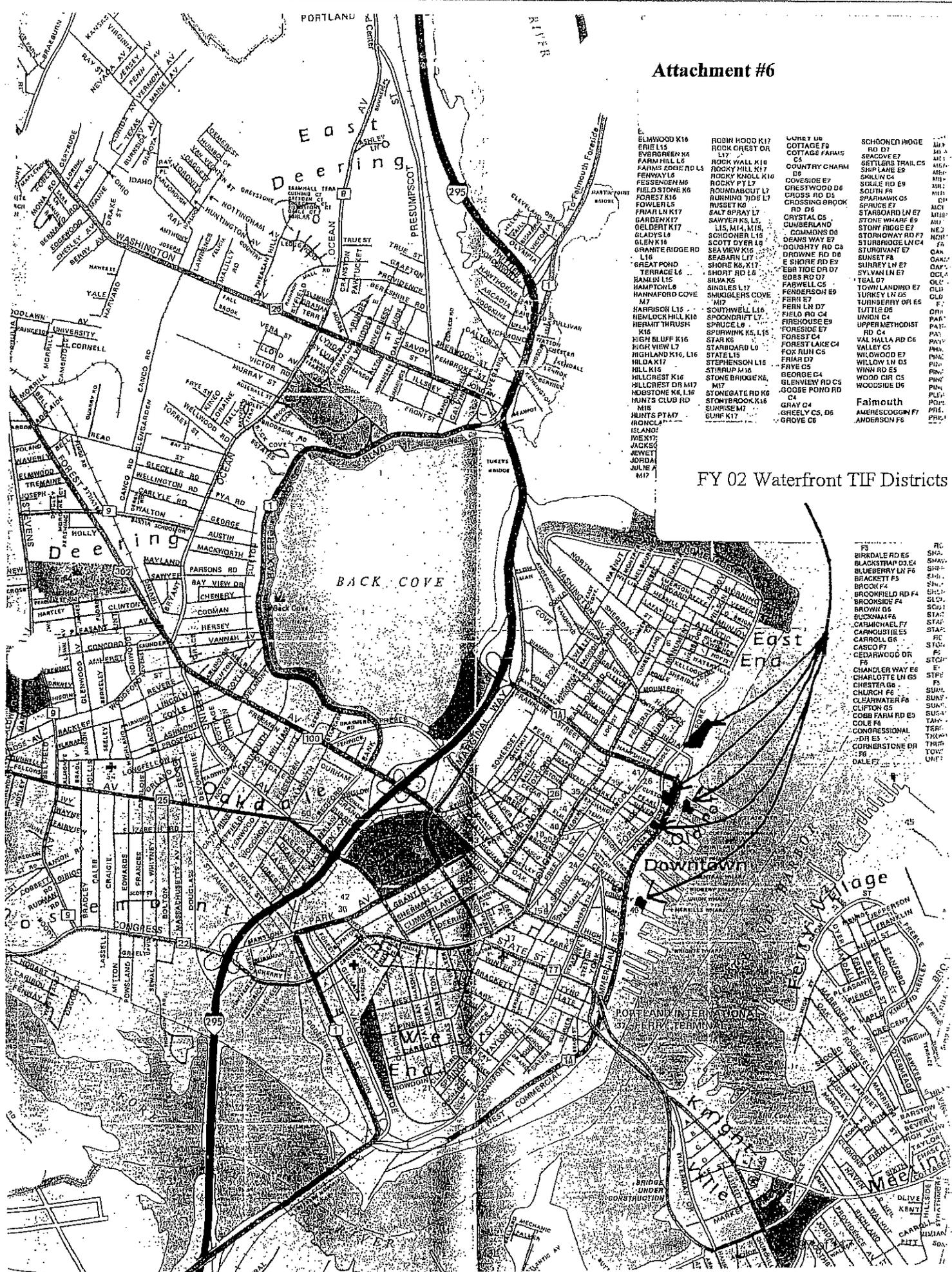


Map Produced by the City of Portland's MIS Division.

05/11/2010



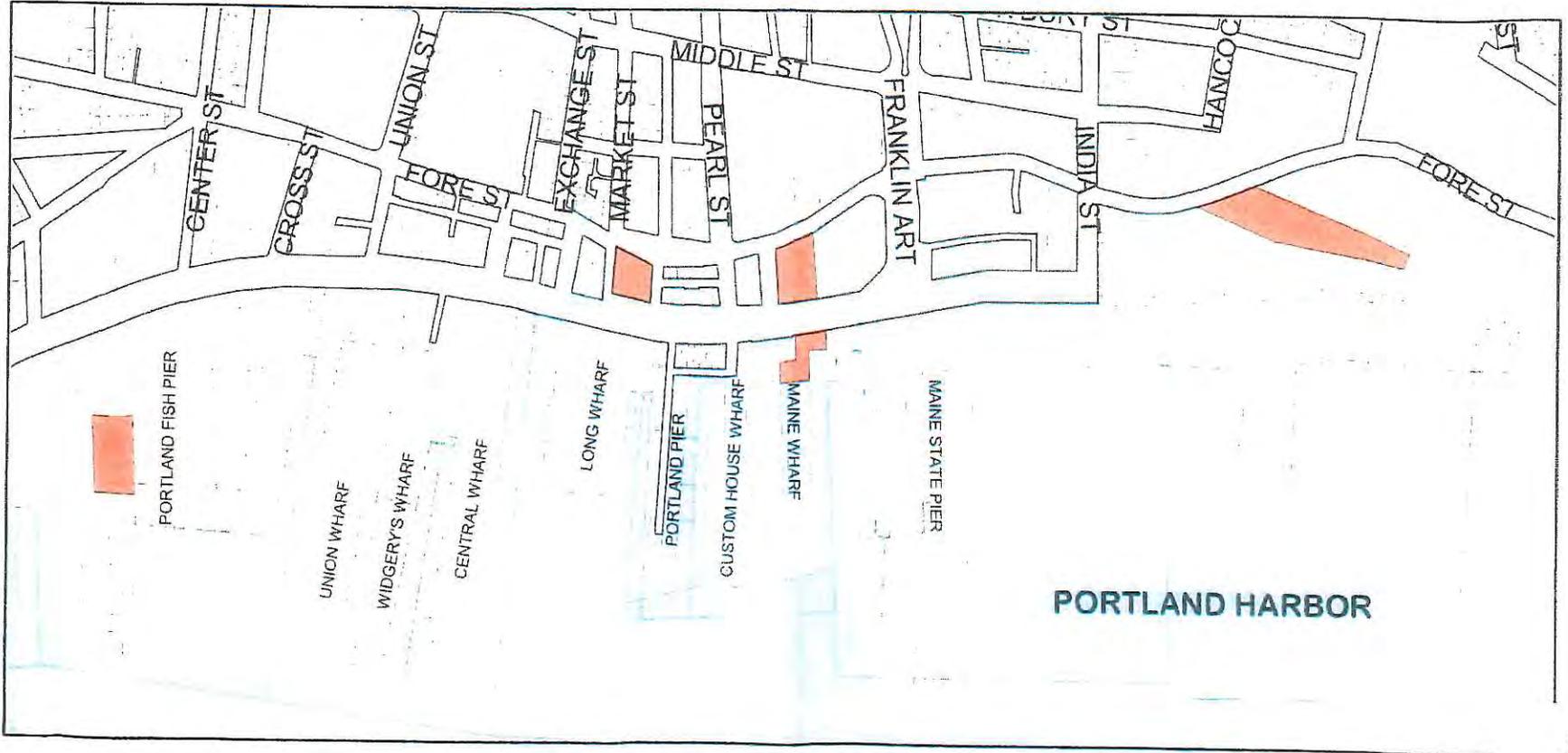
Attachment #6



- |                   |                  |                |                   |
|-------------------|------------------|----------------|-------------------|
| ELMWOOD K16       | ROBIN HOOD K17   | WHEAT LB       | SCHONEN HEDGE     |
| ERIE L15          | ROCK CREST DR    | COTTAGE FA8    | RD D7             |
| EVERGREEN K6      | L7               | COTTAGE FARMS  | SEACOVE E7        |
| FARM HILL L6      | ROCK WALL K18    | C5             | SETTLERS TRAIL CS |
| FARMS EDGE RD L5  | ROCKY HILL K17   | COUNTRY CHARM  | SHIP LANE E9      |
| FEARWAY L6        | ROCKY KNOLL K16  | DD             | SKULLIN CS        |
| FESSENDEN M6      | ROCKY PT L7      | DD             | SOULE RD E9       |
| FIELDSTONE K6     | ROUNDABOUT L7    | COVESIDE E7    | SOUTH FA          |
| FOREST K16        | RUNNING TIDE L7  | CHESTWOOD D6   | SPARHAWK CS       |
| FOWLER L5         | RUSSET K6        | CROSS RD D5    | SPRING E7         |
| FRAN LN K17       | SALT SPRAY L7    | CROSSING BROOK | STARBOARD LN E7   |
| GARDEN K17        | SAVYER KS, L5,   | DD             | STONE WHARF E9    |
| GELBERT K17       | L15, M14, M16,   | CRYSTAL CS     | STONY RIDGE E7    |
| GLENN K18         | SCOTCHMEN L16    | CLIMBERLAND    | STORMY RD E7      |
| GRANITE RIDGE RD  | SCOTT DYER L9    | COMMONS D6     | STURBRIDGE LN C4  |
| L16               | SEA VIEW K16     | DEANS WAY E7   | STURVANT E7       |
| GREAT POND        | SEABARN L17      | DOUGHTY RD C5  | SUNSET F8         |
| TERRACE L6        | SHORE K6, K17    | DROWNE RD D6   | SURVEY LN E7      |
| HAMLIN L15        | SHORT RD L6      | E SHORE RD E9  | SYLVAN LN E7      |
| HAWKTON L8        | SILVAK           | EBB TIDE DR D7 | TEAL D7           |
| HANNAFORD COVE    | SINGLES L17      | EDS RD D7      | TOWNLANDING E7    |
| M17               | SMUGGLERS COVE   | FENDEPSON E9   | TURKEY LN D5      |
| HARBORCH L15      | M17              | FERN E7        | TURNBERRY DR E5   |
| HEMLOCK HILL K16  | SOUTHWELL L16,   | FERN LN D7     | TUTTLE D5         |
| HERMIT THROUGH    | SPOONDRIFT L7,   | FIELD RD C4    | UNION C4          |
| K16               | SPRUCES L6       | FIREHOUSE E9   | UPPER METHUEN ST  |
| HIGH BLUFF K16    | SPURWINK KS, L15 | FOREST E7      | RD C4             |
| HIGHLAND K16, L16 | STARKS           | FOREST LAKE C4 | VAL HALLA RD C6   |
| HILDAK17          | STARBOARD RD L6  | FOX RUN CS     | VALLEY CS         |
| HILL K16          | STATE L15        | FRAS D7        | WILWOOD E7        |
| HILLCREST K16     | STEPHENSON L15   | FOREST LAKE C4 | WILLOW LN D3      |
| HOBSTONE K6, L16  | STONEBROOK K16   | GEORGEVA       | WINDY RD C5       |
| HUNTS CLUB RD     | M17              | GENEVIEW RD C5 | WOOD CIR CS       |
| M15               | SYNCRATE RD K6   | GOOSE FORD RD  | WOODSIDE D6       |
| HUNTS PT M7       | SUNRISE M7       | C4             |                   |
| IRONCLAF          | SURF K17         | GRAY C4        |                   |
| ISLAND            |                  | GHEELY CS, D6  |                   |
| JACKSON           |                  | GROVE C6       |                   |
| JEWETT            |                  |                |                   |
| JORDAN            |                  |                |                   |
| JULIE A           |                  |                |                   |
| M17               |                  |                |                   |

FY 02 Waterfront TIF Districts

- |                   |                  |      |
|-------------------|------------------|------|
| F8                | BLKDALE RD E5    | RC   |
| BLACKSTRAP DR E4  | BLUBERRY LN F6   | SH2  |
| BRACKETT P3       | BROOKFIELD RD F4 | SH3  |
| BROOKSIDE F4      | BROOKSIDE F4     | SH4  |
| BROWN D6          | BROWN D6         | SH5  |
| BROWN D6          | BROWN D6         | SH6  |
| CARMICHAEL F7     | CARNOSTIE E5     | STAR |
| CARNOSTIE E5      | CARROLL G8       | STC  |
| CASCO F7          | CEDARWOOD DR F5  | STG  |
| CHANDLER WAY E6   | CHARLOTTE LN E5  | STH  |
| CHESTER G6        | CHURCH F6        | SUN  |
| CLEARWATER F8     | CLIFTON CS       | SUN  |
| COBB FARM RD E3   | COLE F6          | SUN  |
| CONGRESSIONAL     | CONGRESSIONAL    | TAN  |
| CORNERSTONE DR F5 | DALEY            | THO  |
|                   |                  | TOW  |
|                   |                  | UNT  |



# Waterfront Economic Redevelopment Program - 2002 TIF Districts

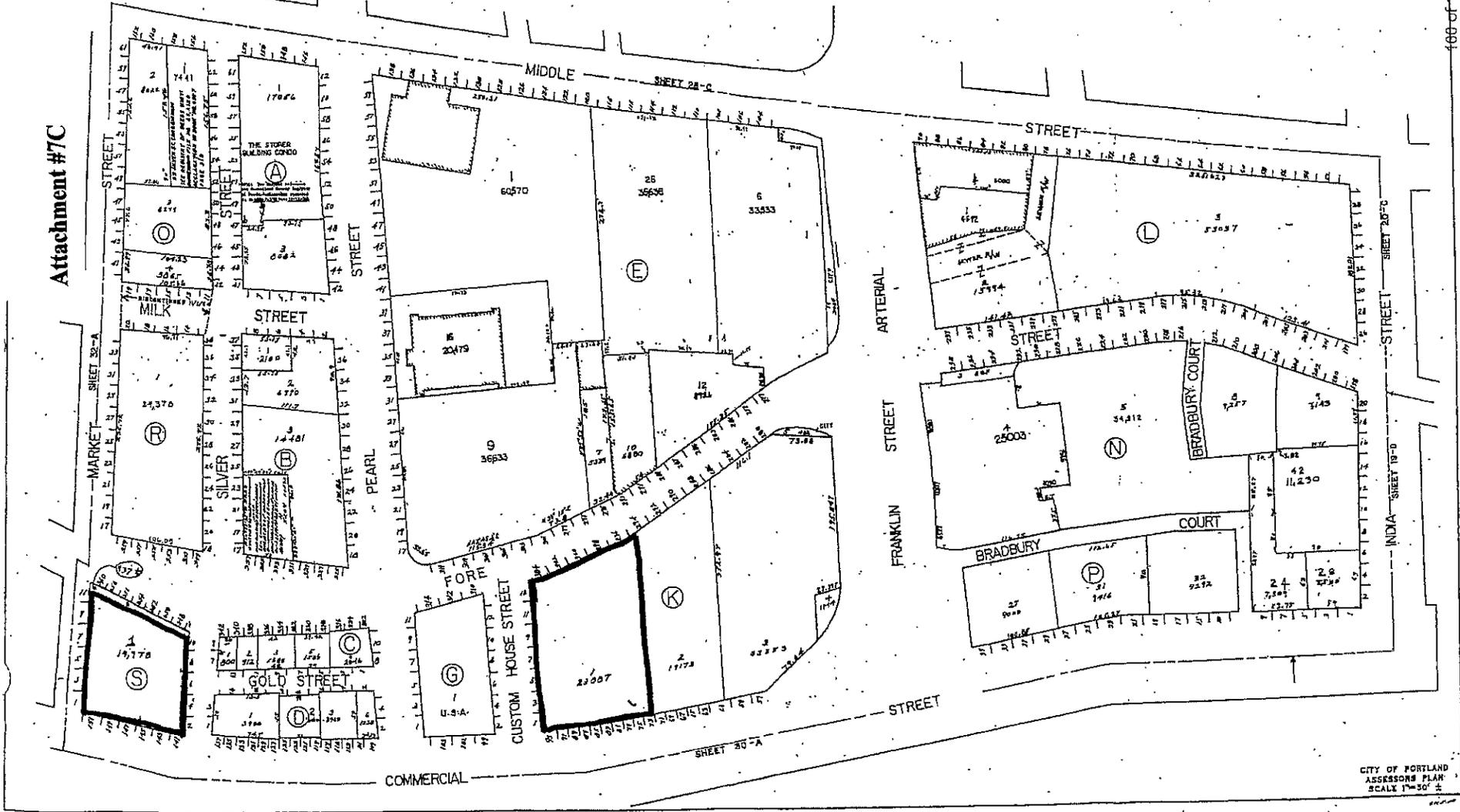


Map produced by the City of Portland's GIS Workgroup February 2002

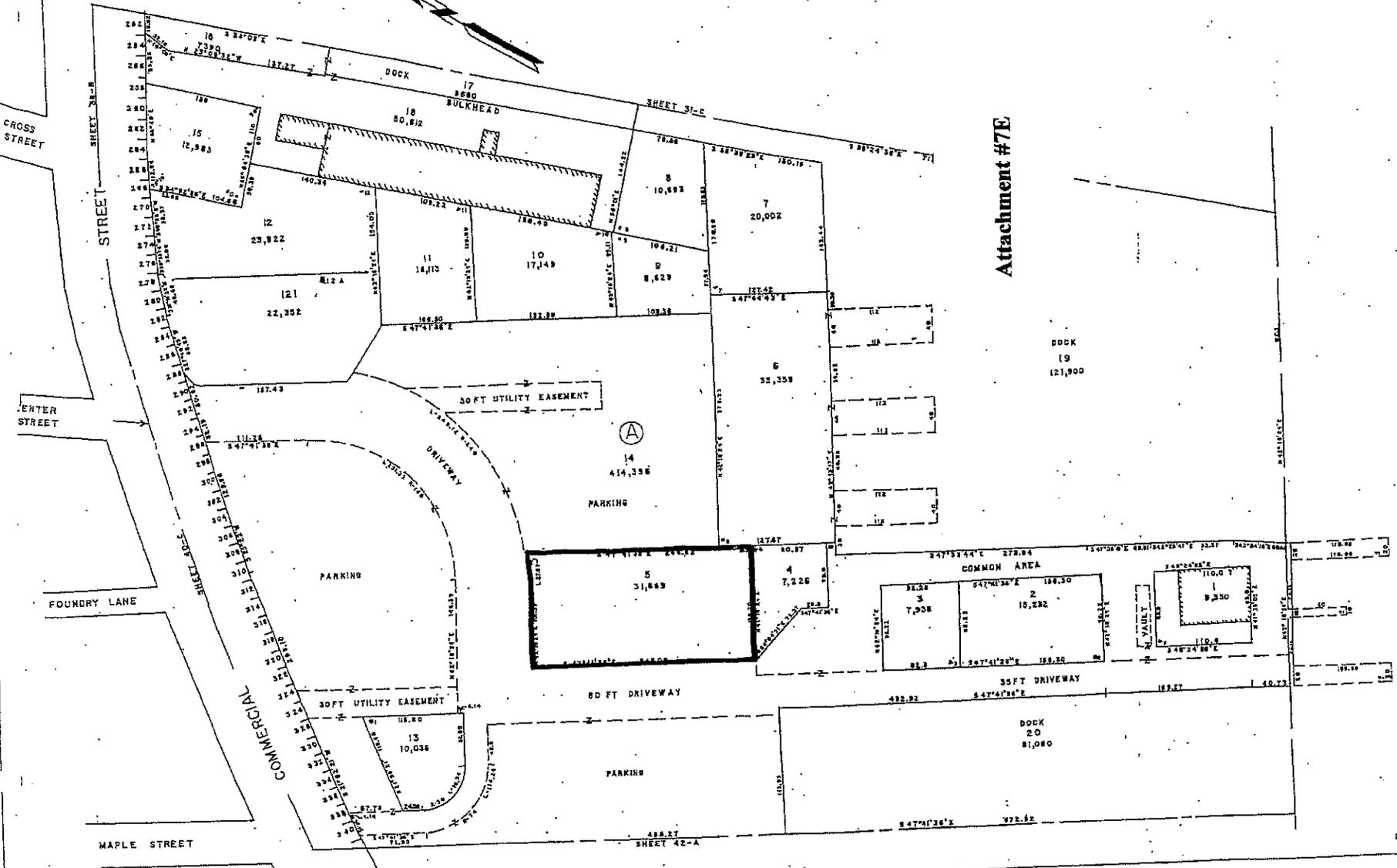
Attachment #7A



Attachment #7C





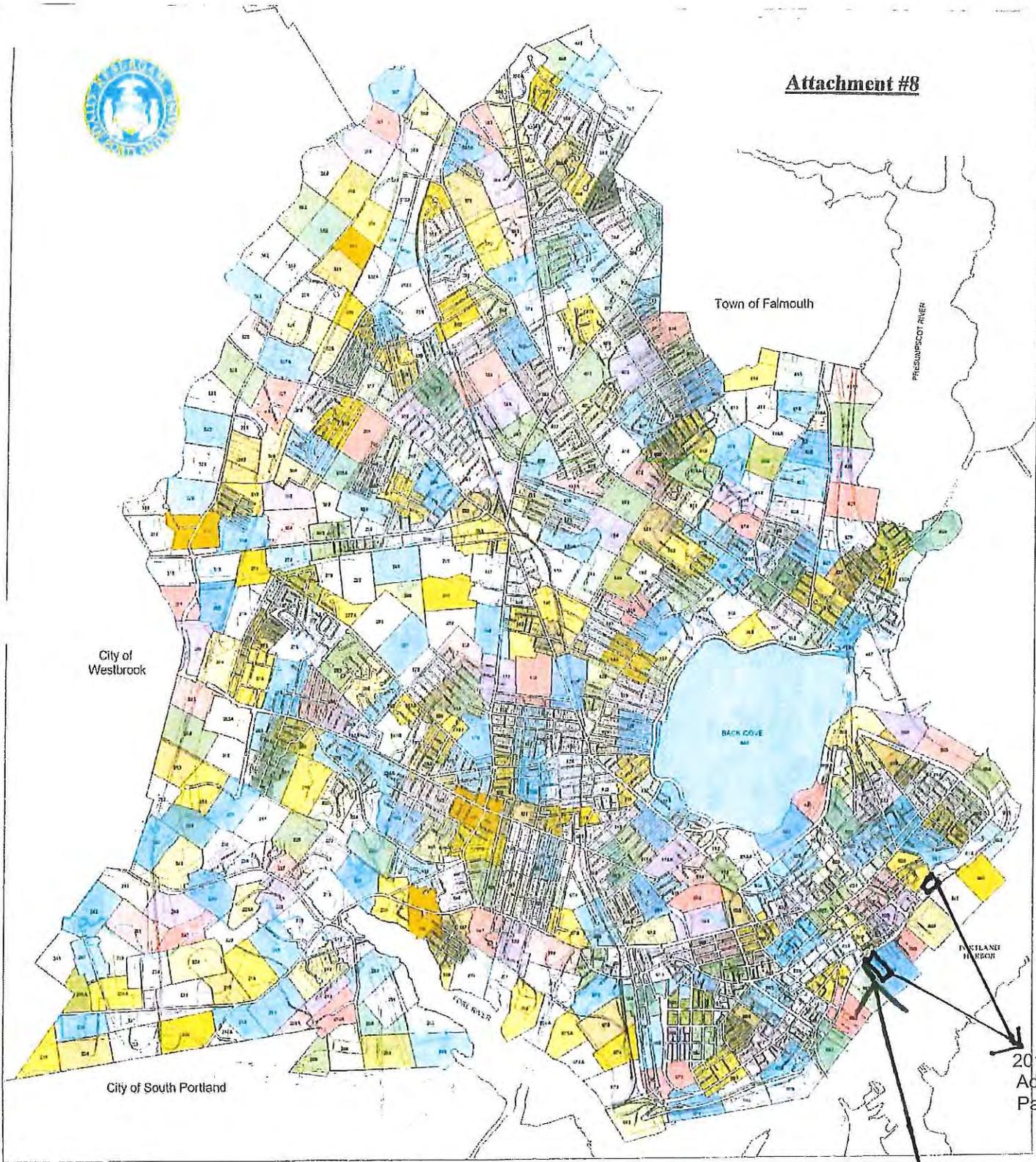


Attachment #7E

CITY OF PORTLAND  
ASSESSOR'S PLAN  
SCALE 1" = 20'  
(REVISED 4/1/84)



**Attachment #8**

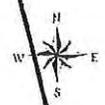


2018  
Added  
Parcels

# City of Portland, Maine Tax Map Index

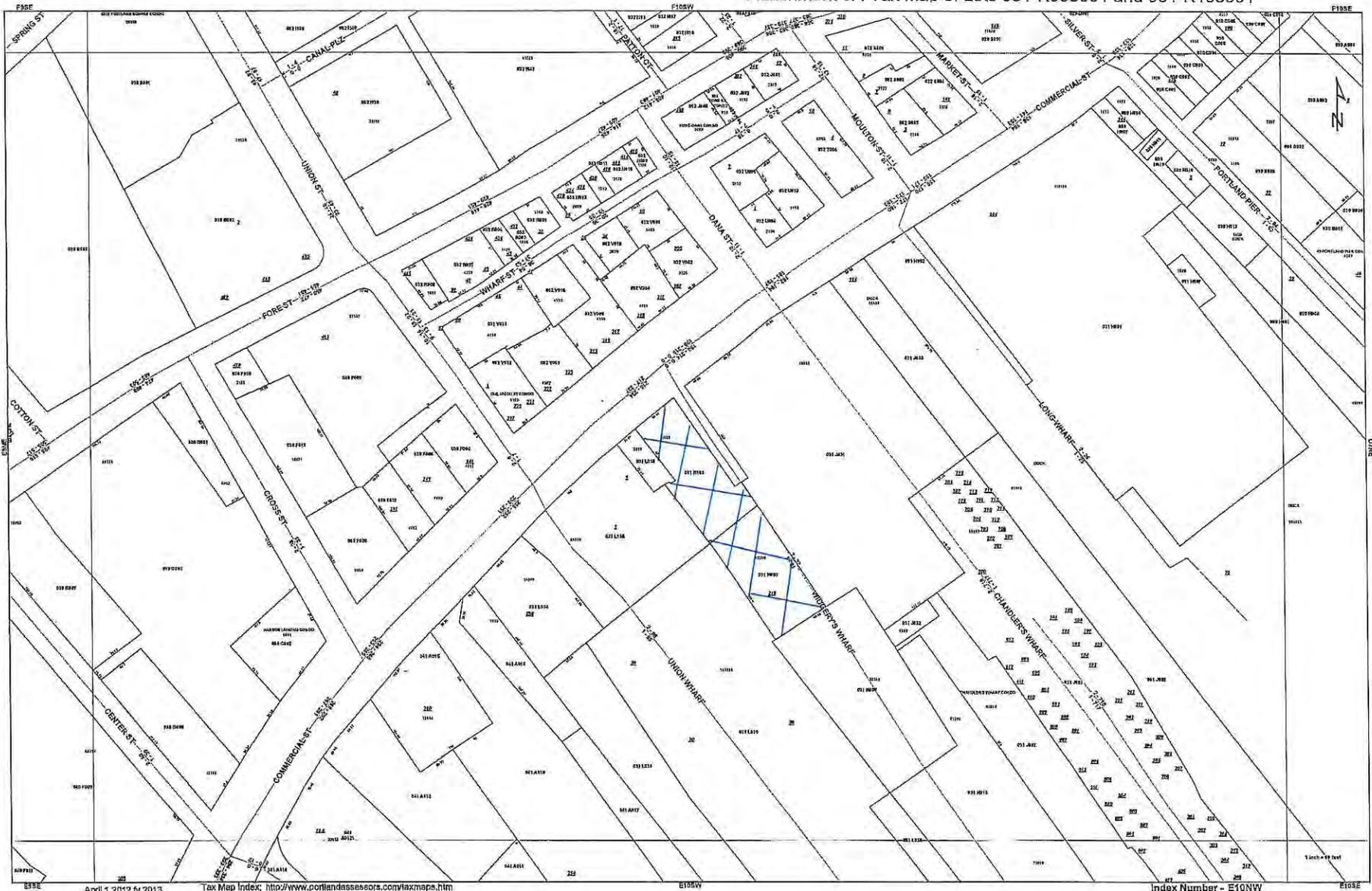
Scale: 1 inch = 850 Feet  
0 100 200 300 400 500 Feet

Map produced by the City of Portland's Assessor Office and the GIS Workgroup June 2004



Subdistrict  
103 of 117

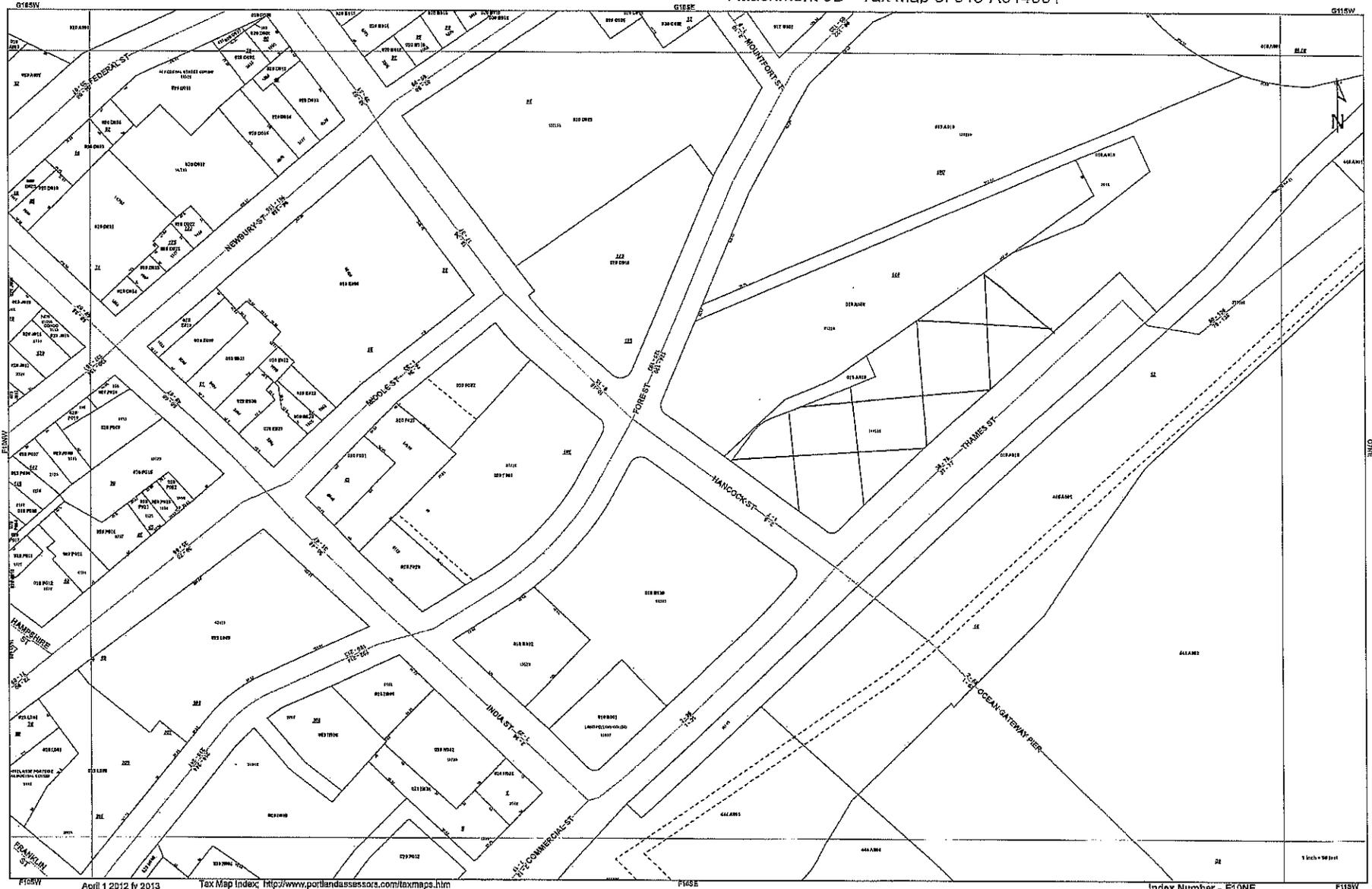
Attachment 9A-Tax Map of Lots 031-K003001 and 031-K103001



April 1 2012 fy 2013 Tax Map Index; <http://www.portlandassessors.com/vlax/maps.htm>

Index Number - E10NW

Attachment 9B - Tax Map of 019-A014001



April 1 2012 fy 2013 Tax Map Index <http://www.portlandassessors.com/taxmaps.htm>

Index Number - F10NE



**WATERFRONT TIF SUB-DISTRICT REVENUE SCHEDULE**

TIF Year	FY	Projected Annual Assessment	OAV	Projected Increase in Assessment	Mil Rate Rate 2%	Property Taxes			Developer Share		City Share
						OAV	Increased Value	Total	%		
base valuation	2009	\$12,950,900	\$950,900								
1	2012			\$12,000,000	17.97	17,088	215,640	232,728	63.00%	\$135,853	\$96,874
2	2013			\$12,000,000	18.33	17,429	219,953	237,382	63.00%	\$138,570	\$98,812
3	2014			\$12,000,000	18.70	17,778	224,352	242,130	63.00%	\$141,342	\$100,788
4	2015			\$12,000,000	19.07	18,134	228,839	246,972	63.00%	\$144,169	\$102,804
5	2016			\$12,000,000	19.45	18,496	233,416	251,912	63.00%	\$147,052	\$104,860
6	2017			\$12,000,000	19.84	18,866	238,084	256,950	64.00%	\$152,374	\$104,576
7	2018			\$12,000,000	20.24	19,243	242,846	262,089	64.00%	\$155,421	\$106,668
8	2019			\$12,000,000	20.64	19,628	247,703	267,331	64.00%	\$158,530	\$108,801
9	2020			\$12,000,000	21.05	20,021	252,657	272,678	64.00%	\$161,700	\$110,977
10	2021			\$12,000,000	21.48	20,421	257,710	278,131	64.00%	\$164,934	\$113,197
11	2022			\$12,000,000	21.91	20,830	262,864	283,694	55.00%	\$144,575	\$139,119
12	2023			\$12,000,000	22.34	21,246	268,121	289,368	55.00%	\$147,467	\$141,901
13	2024			\$12,000,000	22.79	21,671	273,484	295,155	55.00%	\$150,416	\$144,739
14	2025			\$12,000,000	23.25	22,105	278,953	301,058	55.00%	\$153,424	\$147,634
15	2026			\$12,000,000	23.71	22,547	284,532	307,079	55.00%	\$156,493	\$150,586
16	2027			\$12,000,000	24.19	22,998	290,223	313,221	45.00%	\$130,600	\$182,620
17	2028			\$12,000,000	24.67	23,458	296,028	319,485	45.00%	\$133,212	\$186,273
18	2029			\$12,000,000	25.16	23,927	301,948	325,876	40.00%	\$120,779	\$205,096
19	2030			\$12,000,000	25.67	24,405	307,987	332,392	40.00%	\$123,195	\$209,198
20	2031			\$12,000,000	26.18	24,894	314,147	339,040	35.00%	\$109,951	\$229,089
		\$12,950,900		\$240,000,000			\$5,239,484	\$5,654,670	50.76%	\$2,870,058	\$2,784,613
									NPV (6.5%)	\$1,598,938	\$1,391,832.59

TIF Term Years 1-20: Fixed TIF annual reimbursement amount up to Developer cap of \$2,870,058.

File: Cumberland Storage Project TIF Projections 5-21-10 GAM.XLS

Attachment 12

**City of Portland- TIF Projection Table for WTIF Added Parcels of 2018**

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	Taxes from OAV of \$616,430
1	2018	\$2,978,680	100.00%	\$2,978,680	22.08	\$65,778	\$0	\$65,778	\$0	\$13,611
2	2019	\$19,200,000	100.00%	\$19,200,000	22.52	\$432,473	\$0	\$432,473	\$0	\$13,882
3	2020	\$20,700,000	100.00%	\$20,700,000	22.98	\$475,586	\$0	\$475,586	\$0	\$14,166
4	2021	\$20,700,000	100.00%	\$20,700,000	23.43	\$485,097	\$0	\$485,097	\$0	\$14,443
5	2022	\$20,700,000	100.00%	\$20,700,000	23.90	\$494,799	\$0	\$494,799	\$0	\$14,733
6	2023	\$20,700,000	100.00%	\$20,700,000	24.38	\$504,695	\$0	\$504,695	\$0	\$15,029
7	2024	\$20,700,000	100.00%	\$20,700,000	24.87	\$514,789	\$0	\$514,789	\$0	\$15,331
8	2025	\$20,700,000	100.00%	\$20,700,000	25.37	\$525,085	\$0	\$525,085	\$0	\$15,639
9	2026	\$20,700,000	100.00%	\$20,700,000	25.87	\$535,587	\$0	\$535,587	\$0	\$15,947
10	2027	\$20,700,000	100.00%	\$20,700,000	26.39	\$546,298	\$0	\$546,298	\$0	\$16,268
11	2028	\$20,700,000	100.00%	\$20,700,000	26.92	\$557,224	\$0	\$557,224	\$0	\$16,594
12	2029	\$20,700,000	100.00%	\$20,700,000	27.46	\$568,369	\$0	\$568,369	\$0	\$16,927
13	2030	\$20,700,000	100.00%	\$20,700,000	28.01	\$579,736	\$0	\$579,736	\$0	\$17,266
14	2031	\$20,700,000	100.00%	\$20,700,000	28.57	\$591,331	\$0	\$591,331	\$0	\$17,611
<b>14 Year TIF</b>		<b>\$270,578,680</b>		<b>\$270,578,680</b>		<b>\$6,876,849</b>	<b>\$0</b>	<b>\$6,876,849</b>	<b>\$0</b>	<b>\$217,446</b>
<b>14 Year Averag</b>		<b>\$19,327,049</b>	<b>\$0</b>	<b>\$19,327,049</b>	<b>\$0</b>	<b>\$491,204</b>	<b>\$0</b>	<b>\$491,204</b>	<b>\$0</b>	<b>\$15,532</b>

**Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: Original Waterfront TIF Being Extended 20 Years from Tax Year 2011 to Tax Year 2031.\***

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	2002	\$11,533,350	\$116,334	\$796	\$107	\$49	\$952
2	2003	\$8,966,860	\$89,669	\$671	\$83	\$38	\$792
3	2004	\$11,941,340	\$119,413	\$893	\$110	\$51	\$1,055
4	2005	\$14,041,400	\$4,967,847	\$37,159	\$4,591	\$2,121	\$43,871
5	2006	\$18,576,750	\$185,768	\$1,390	\$172	\$79	\$1,641
6	2007	\$20,681,160	\$20,681,160	\$154,695	\$19,113	\$8,825	\$182,633
7	2008	\$20,050,110	\$12,431,058	\$92,984	\$11,488	\$5,305	\$109,778
8	2009	\$20,010,560	\$15,808,342	\$118,246	\$14,610	\$6,746	\$139,602
9	2010	\$20,010,560	\$11,606,125	\$85,814	\$10,726	\$4,953	\$102,493
10	2011	\$20,277,830	\$20,277,830	\$151,678	\$18,740	\$8,653	\$179,071
11	2012	\$20,547,772	\$20,547,772	\$153,697	\$18,990	\$8,768	\$181,455
12	2013	\$20,820,414	\$20,820,414	\$155,737	\$19,242	\$8,884	\$183,862
13	2014	\$21,095,782	\$21,095,782	\$157,796	\$19,496	\$9,002	\$186,294
14	2015	\$21,373,904	\$21,373,904	\$159,877	\$19,753	\$9,120	\$188,750
15	2016	\$21,654,807	\$21,654,807	\$161,978	\$20,013	\$9,240	\$191,231
16	2017	\$21,938,519	\$21,938,519	\$164,100	\$20,275	\$9,361	\$193,736
17	2018	\$22,225,069	\$22,225,069	\$166,244	\$20,540	\$9,483	\$196,266
18	2019	\$22,514,483	\$22,514,483	\$168,408	\$20,807	\$9,607	\$198,822
19	2020	\$22,806,792	\$22,806,792	\$170,595	\$20,807	\$9,731	\$201,133
20	2021	\$23,102,024	\$23,102,024	\$172,803	\$21,350	\$9,857	\$204,010
21	2022	\$23,400,209	\$23,400,209	\$175,034	\$21,626	\$9,984	\$206,644
22	2023	\$23,701,375	\$23,701,375	\$177,286	\$21,904	\$10,113	\$209,303
23	2024	\$24,005,553	\$24,005,553	\$179,562	\$22,185	\$10,242	\$211,989
24	2025	\$24,312,772	\$24,312,772	\$181,860	\$22,469	\$10,373	\$214,702
25	2026	\$24,623,064	\$24,623,064	\$184,181	\$22,756	\$10,506	\$217,442
26	2027	\$24,936,459	\$24,936,459	\$186,525	\$23,046	\$10,639	\$220,210
27	2028	\$25,252,988	\$25,252,988	\$188,892	\$23,338	\$10,774	\$223,005
28	2029	\$25,572,682	\$25,572,682	\$191,284	\$23,634	\$10,911	\$225,828
29	2030	\$25,895,573	\$25,895,573	\$193,699	\$23,932	\$11,048	\$228,679
30	2031	\$26,221,692	\$26,221,692	\$196,138	\$24,233	\$11,187	\$231,559
<b>30 Year TIF Total</b>		<b>\$632,091,854</b>	<b>\$552,284,490</b>	<b>\$4,131,021</b>	<b>\$510,135</b>	<b>\$235,651</b>	<b>\$4,876,807</b>

\*Note: Tax Years 2002 through 2009 are actual numbers as of May 14, 2010; model based on OAV of \$6,716,410 as of March 31, 2001.

**Tax Shift Analysis Assumptions**

The mill rate is estimated to be 17.97 mills in Tax Year April 1, 2011 with a 2% annual increase for future years.

The tax shifts resulting from the sheltering of valuation from the state school funding formula are based on the state EPS funding model in which a statewide mill rate of 6.90 mills in FY 2010-11 and 7.48 mills thereafter is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the district avoids having to raise an amount equal to the valuation sheltered X mills.

State Municipal Revenue Sharing amounts are calculated from spreadsheet provided by Maine Revenue Services, FY 2011 Projected Municipal Revenue Sharing - updated 3-31-10.

County tax calculations are based on data from the Cumberland County Finance Department for the FY 2010 County Tax Year. For purposes of this analysis the total county tax assessment is assumed to remain constant throughout the life of the TIF when in actuality increases in the total county tax assessment are likely.

Attachment #13

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- Cumberland Cold Storage Building							
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	2011	\$12,000,000	\$7,560,000	\$52,164	\$6,987	\$3,227	\$62,378
2	2012	\$12,000,000	\$7,560,000	\$56,549	\$6,987	\$3,227	\$66,762
3	2013	\$12,000,000	\$7,560,000	\$56,549	\$6,987	\$3,227	\$66,762
4	2014	\$12,000,000	\$7,560,000	\$56,549	\$6,987	\$3,227	\$66,762
5	2015	\$12,000,000	\$7,560,000	\$56,549	\$6,987	\$3,227	\$66,762
6	2016	\$12,000,000	\$7,680,000	\$57,446	\$7,098	\$3,278	\$67,822
7	2017	\$12,000,000	\$7,680,000	\$57,446	\$7,098	\$3,278	\$67,822
8	2018	\$12,000,000	\$7,680,000	\$57,446	\$7,098	\$3,278	\$67,822
9	2019	\$12,000,000	\$7,680,000	\$57,446	\$7,098	\$3,278	\$67,822
10	2020	\$12,000,000	\$7,680,000	\$57,446	\$7,098	\$3,278	\$67,822
11	2021	\$12,000,000	\$6,600,000	\$49,368	\$6,100	\$2,817	\$58,285
12	2022	\$12,000,000	\$6,600,000	\$49,368	\$6,100	\$2,817	\$58,285
13	2023	\$12,000,000	\$6,600,000	\$49,368	\$6,100	\$2,817	\$58,285
14	2024	\$12,000,000	\$6,600,000	\$49,368	\$6,100	\$2,817	\$58,285
15	2025	\$12,000,000	\$6,600,000	\$49,368	\$6,100	\$2,817	\$58,285
16	2026	\$12,000,000	\$5,400,000	\$40,392	\$4,991	\$2,305	\$47,688
17	2027	\$12,000,000	\$5,400,000	\$40,392	\$4,991	\$2,305	\$47,688
18	2028	\$12,000,000	\$4,800,000	\$35,904	\$4,436	\$2,049	\$42,389
19	2029	\$12,000,000	\$4,800,000	\$35,904	\$4,436	\$2,049	\$42,389
20	2030	\$12,000,000	\$4,200,000	\$31,416	\$3,882	\$1,793	\$37,090
<b>20 Year TIF Total</b>		<b>\$240,000,000</b>	<b>\$133,800,000</b>	<b>\$996,439</b>	<b>\$123,654</b>	<b>\$57,112</b>	<b>\$1,177,205</b>

**Tax Shift Analysis Assumptions**

The mill rate is estimated to be 17.97 mills in the first year of the TIF with a 2% annual increase for future years.

The tax shifts resulting from the sheltering of valuation from the state school funding formula are based on the state EPS funding model in which a statewide mill rate of 6.90 mills in FY 2010-11 and 7.48 mills thereafter is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the district avoids having to raise an amount equal to the valuation sheltered X mills.

State Municipal Revenue Sharing amounts are calculated from spreadsheet provided by Maine Revenue Services, FY 2011 Projected Municipal Revenue Sharing - updated 3-31-10

County tax calculations are based on data from the Cumberland County Finance Department for the FY 2010 County Tax Year. For purposes of this analysis the total county tax assessment is assumed to remain constant throughout the life of the TIF when in actuality increases in the total county tax assessment are likely.

6/2/2010

OAV on 3/31/10 = \$950,900 for Cumberland Cold Storage Building, the "Sub-District".

<b>Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model for WTIF Added Parcels of 2018</b>							
<b>100% Sheltered - 14 years - 100% to City Development Account</b>							
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	2018	\$2,978,680	\$2,978,680	\$0	\$1,814	\$1,622	\$3,437
2	2019	\$19,200,000	\$19,200,000	\$0	\$11,694	\$10,453	\$22,148
3	2020	\$20,700,000	\$20,700,000	\$0	\$12,608	\$11,270	\$23,877
4	2021	\$20,700,000	\$20,700,000	\$57,270	\$12,608	\$11,270	\$81,147
5	2022	\$20,700,000	\$20,700,000	\$114,540	\$12,608	\$11,270	\$138,417
6	2023	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
7	2024	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
8	2025	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
9	2026	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
10	2027	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
11	2028	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
12	2029	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
13	2030	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
14	2031	\$20,700,000	\$20,700,000	\$171,810	\$12,608	\$11,270	\$195,687
<b>14 Year TIF Total</b>		<b>\$270,578,680</b>	<b>\$270,578,680</b>	<b>\$1,718,100</b>	<b>\$164,804</b>	<b>\$147,310</b>	<b>\$2,030,214</b>
<b>14 Year Average</b>		<b>\$19,327,049</b>	<b>\$19,327,049</b>	<b>\$122,721</b>	<b>\$11,772</b>	<b>\$10,522</b>	<b>\$145,015</b>

**STATUTORY REQUIREMENTS AND THRESHOLDS**  
**Portland Waterfront TIF | AMD-2**

<b>SECTION A.   Acreage Caps</b>		
1. Total municipal acreage;		12,386
2. Acreage of proposed Municipal TIF District;		1.675
3. Downtown-designation <sup>1</sup> acres in proposed Municipal TIF District;		0
4. Transit-Oriented Development <sup>2</sup> acres in proposed Municipal TIF District;		0
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;		1.675
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).		.0135%
7. Total acreage of all existing/proposed Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: <sup>3</sup> See attached listing.	Existing	602.047
	Proposed	1.675
	Total:	603.722
<b>30-A § 5223(3) EXEMPTIONS<sup>4</sup></b>		
8. Acreage of an existing/proposed Downtown Municipal TIF district;		421.520
9. Acreage of all existing/proposed Transit-Oriented Development Municipal TIF districts: Thompson's Point TOD TIF/30 Acres		30
10. Acreage of all existing/proposed Community Wind Power Municipal TIF districts: None		0
11. Acreage in all existing/proposed Municipal TIF districts common to <sup>5</sup> Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: None		0
12. Total acreage [=A7-A8-A9-A10-A11] of all existing/proposed Municipal TIF districts counted toward 5% limit;		152.202
13. Percentage of total acreage [=A12÷A1] of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).		1.29%
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	1.675	100%
<b>TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)</b>		

<sup>1</sup> Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

<sup>2</sup> For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

<sup>3</sup> For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

<sup>4</sup> Downtown/TOD overlap nets single acreage/valuation caps exemption.

<sup>5</sup> PTZ districts approved through December 31, 2008.

**STATUTORY REQUIREMENTS AND THRESHOLDS**  
**Portland Waterfront TIF | AMD-2**

<b>SECTION B.   Valuation Cap</b>		
1. <b>Total TAXABLE</b> municipal valuation—use most recent April 1;	\$9,049,500,000	
2. <b>Taxable Original Assessed Value (OAV)</b> of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	\$616,430	
3. <b>Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>excluding</b> Municipal Affordable Housing Development districts: <a href="#">See Attached Listing</a></b>	Existing	\$1,106,422,670
	Proposed	\$616,430
	Total:	\$1,107,059,100
<b>30-A § 5223(3) EXEMPTIONS</b>		
4. <b>Taxable OAV of an <u>existing/proposed</u> Downtown</b> Municipal TIF district;	\$968,136,850	
5. <b>Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development</b> Municipal TIF districts: <a href="#">Thompson's Point TOD TIF</a>	\$4,970,470	
6. <b>Taxable OAV of all <u>existing/proposed</u> Community Wind Power</b> Municipal TIF districts: None	\$0	
7. <b>Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation<sup>6</sup></b> Municipal TIF districts: None	\$0	
8. <b>Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such OAV also factored in Exemptions 4-7 above:</b> None	0	
9. <b>Total taxable OAV [=B3-B4-B5-B6-B7-B8]</b> of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	\$133,951,780	
10. <b>Percentage of total taxable OAV [=B9÷B1]</b> of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	1.48%	

COMPLETED BY	
NAME:	Lori Paulette
DATE:	2/13/2018

<sup>6</sup> For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for MDECD for City's Application for Amending WTIF to  
add Parcels - Approved by City Council a/o \_\_\_\_\_**

<b>Active TIFs</b>			
<b>TIF District</b>	<b>FY Start/End</b>	<b>Original Assessed Value (OAV)</b>	<b>Acres</b>
Bramhall/Holt Hall	FY1999-00/FY2018-19	\$349,110	1.030
Waterfront/and Sub District	FY2002-03/FY2031-32	\$7,667,310	4.950
- adding Union Wharf and Wex	FY2018-19/FY2031-32	\$616,430	1.675
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$122,318,180	129.180
Riverwalk/Ocean Gateway	FY2006-07/FY2018-19	\$1,085,550	3.680
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Baxter Library TIF District	FY2010-11/FY2018-19	\$0	0.370
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
Downtown TOD and Omnibus TIF District	FY2015-16/FY2044-45	\$968,136,850	421.520
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF		\$0	0.480
Deering Place/AHTIF		\$0	1.090
<b>Sub-Total:</b>		<b>\$1,107,059,100</b>	<b>603.722</b>
<b>Less Exempt:</b>			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD and Omnibus TIF District	FY2015-16/FY2044-45	-\$968,136,850	-421.520
<b>Totals for Caps:</b>		<b>\$133,951,780</b>	<b>152.202</b>
<b>FY18 Aggregate Total Value:</b>		<b>\$9,049,500,000</b>	
<b>Total Acreage for Ptid:</b>			<b>12,386.000</b>
<b>5% Allowed to be TIF'd:</b>		<b>\$452,475,000</b>	<b>619.300</b>
<b>Current Amounts TIF'd:</b>		<b>\$133,951,780</b>	<b>152.202</b>
<b>Amount Remaining that can be TIF'd:</b>		<b>\$318,523,220</b>	<b>467.098</b>

THE CITY OF PORTLAND  
TAX INCREMENT FINANCING DEVELOPMENT PROGRAM

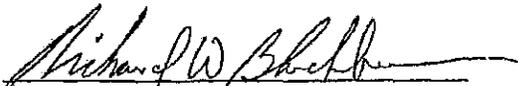
EXHIBIT D

ASSESSOR'S CERTIFICATE

The undersigned Tax Assessor for the City of Portland, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5254 that the assessed value of the FY02 Waterfront Economic Redevelopment Municipal Tax Increment Financing Districts as described in the Waterfront Economic Redevelopment Program to which this certificate is included, was \$6,716,410 as of March 31, 2001.

IN WITNESS WHEREOF, this certificate has been executed as of this 27<sup>th</sup> day of February 2002.

CITY ASSESSOR

By   
Richard W. Blackburn



**CITY OF PORTLAND**

**Waterfront Economic Redevelopment Program**  
*Application for FY02 and FY10 Amended Waterfront Tax Increment  
Financing Development Districts and Sub-District*

**ASSESSOR'S CERTIFICATE**  
**Sub-District**

The undersigned Tax Assessor for the City of Portland, Maine does hereby certify, pursuant to the provisions of 30-A M.R.S.A. Section 5227, that the assessed real value of the Municipal Waterfront Economic Redevelopment Program Municipal Development District and Tax Increment Financing Sub-District as described in the Amended TIF District Program to which the certificate is included was \$950,900 as of March 31, 2010.

**IN WITNESS WHEREOF**, this Certificate has been executed as of this 13<sup>th</sup> day of February 2018.

**WITNESS:**

**CITY ASSESSOR**

*Louis Paullette*

*Christopher Huff*  
\_\_\_\_\_  
Christopher Huff



**CITY OF PORTLAND**

**Waterfront Economic Redevelopment Program**  
*Application for FY18 Amended Waterfront Tax Increment Financing  
Development Districts*

**ASSESSOR'S CERTIFICATE**

The undersigned Tax Assessor for the City of Portland, Maine does hereby certify, pursuant to the provisions of 30-A M.R.S.A. Section 5227, that the assessed real property value of the Added TIF District Properties of 2018 to the Municipal Waterfront Economic Redevelopment Program Municipal Development District and Tax Increment Financing District as described in the Amended TIF District Program to which the certificate is included was \$616,430 as of March 31, 2017.

IN WITNESS WHEREOF, this Certificate has been executed as of this 13<sup>th</sup> day of February 2018.

**WITNESS:**

**CITY ASSESSOR**



  
\_\_\_\_\_  
Christopher Huff