

AGENDA

REGULAR CITY COUNCIL MEETING

MARCH 19, 2018

1. City Council Meeting Agenda

Documents:

[CITY COUNCIL MEETING AGENDA 2018-03-19.PDF](#)

2. City Council Meeting Agenda And Packet

Documents:

[CITY COUNCIL MEETING AGENDA AND PACKET 2018-03-19.PDF](#)

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

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

AGENDA
REGULAR CITY COUNCIL MEETING
MARCH 19, 2018

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

“Arts in the Chamber”, Kyle Dubay (Photographer/MECA – Raffi)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

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

PROCLAMATIONS:

Proc 28-17/18 Proclamation Honoring Laurence Smith, Jr., Police Department, as
(Tab 2) Employee of the Month for February 2018 – Sponsored by Mayor
Ethan K. Strimling.

APPOINTMENTS:

CONSENT ITEMS:

Order 171-17/18 Order Declaring June 16, 2018 The Pride Portland! Parade and Festival
(Tab 3) – Sponsored by Jon P. Jennings, City Manager.

This order declares the Pride Portland! Pride Celebration and Festival to be held June 16, 2018. At 12:00 noon the parade will proceed down Congress Street, High Street, and Park Avenue followed by a festival at Deering Oaks Park from 1:00 to 5:00 p.m. The rain date for these events is Saturday, June 23.

All event times and street closures are included in the agenda backup.

Street closures are included in the agenda backup materials.

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

LICENSES:

Order 172-17/18 (Tab 4) Order Granting Municipal Officers' Approval of Definitive Brewing LLC dba Definitive Brewing Company. Application for a Brewery with Outdoor Dining on Private Property at 35 Industrial Way – Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Application was filed on 2/20/2018. New City application. Location was formerly North Atlantic Scaffolding Company.

Five affirmative votes are required for passage after public comment.

Order 173-17/18 (Tab 5) Order Granting Municipal Officers' Approval of Portland Norwich Group LLC dba Hotel Portland. Application for a Class I-A Hotel 41+ Rooms with Outdoor Dining on Private Property at 158 Fore Street - Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Application was filed on 2/26/2018. New City and State applications

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

Resolve 8-17/18 (Tab 6) Resolution Adopting the Fiscal Year 2019 Annual Action Plan Including Appropriations for Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Program and Certifications Pertaining Thereto – Sponsored by Jon P. Jennings, City Manager.

This Resolution adopts the fiscal year 2019 annual action plan and appropriates funds to the identified programs. A public hearing on this Resolution will be held at this meeting.

The 2018/2019 Housing and Community Development Program will report in the Annual Action Plan to the Department of Housing and Urban Development a total budget of \$4,343,198 funded by a Community Development Block Grant allocation of \$1,745,465, plus \$120,000 in Tax Increment Finance funding and \$20,000 in Cotton Street proceeds, plus \$11,886 in Contingency funding; 224,096 in CDBG Housing Program Income; a HOME Consortium Program Grant allocation of \$824,856;

HOME Program income of \$120,000; HOME Program Recapture Funds of \$31,247; Lead Safe Housing Program Income of \$170,866; local Housing Trust Funds of \$913,502; and an Emergency Solutions Grant (ESG) Allocation of \$161,280.

The CDBG Annual Allocation Committee, appointed by the City Council, reviewed each application and made funding recommendations. The Committee is given an opportunity to make a presentation to the Council at this meeting, and citizens may comment on the City's plan for the use of CDBG, HOME and ESG funds. The City Manager also reviewed the Committee's recommendations and has submitted his own funding recommendations to the City Council.

As required by the City's citizen participation process, two (2) public hearings are held each spring to consider the City's Housing and Community Development Program proposal for the ensuing year. This year the first public hearing is being held at this meeting on March 19, 2018 and the second will be held on April 18, 2018. The public hearings allow an opportunity for citizens to comment on the City's Consolidated Annual Action Plan.

MAYOR'S COMMENTS ON THE CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN:

Mayor Ethan K. Strimling will present his comments on the Fiscal Year 2018-2019 Housing and Community Development Annual Action Plan.

This item must be read on two separate days, and two public hearings must be held in order to comply with federal regulations. The first reading and public hearing on this item is on March 19, 2018. The second reading and public hearing on this item is on April 18, 2018.

UNFINISHED BUSINESS:

Order 169-17/18 (Tab 7) Order Amending Traffic Schedule Re: Unrestricted to Time-Restricted Parking on Kennebec Street – Sponsored by Jon P. Jennings, City Manager.

Kennebec Street, between Forest Avenue and Brattle Street, is one-way with 12 on-street parking spaces. The requested Council action would change the Traffic Schedule to make the north side of Kennebec Street, from approximately 175 feet east of Forest Ave to the opposite of Brattle Street, from unrestricted to 30-minute parking. This would apply to ten of the twelve parking spaces; the two closest to the Century Plaza driveway are already 30-minute spaces.

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

ORDERS:

**Order 174-17/18
(Tab 8)**

Order Authorizing Sale and City Lease Back of 44 Hanover Street – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on March 6, 2018 and voted 3-0 to forward this item to the City Council with a recommendation for passage. The Committee also requested staff to provide a matrix of the status of all former Public Works Bayside properties under Purchase and Sale Agreement.

This order authorizes the Purchase and Sale Agreement to sell city-owned property located at 44 Hanover Street to Tom Watson & Co., LLC for \$1,275,000 and City Lease Agreement to lease back the property until September 30, 2019.

It has been the long-term goal to sell this and other Public Works Bayside properties per the Year 2000 Bayside Vision. To support these property sales, the City Council approved the acquisition of property along Canco Road which has been and continues to be redeveloped to support the relocation of Public Works operations from Bayside and other City Departments.

The subject property has been used for Public Works Fleet Services' large equipment maintenance operations. See attached property location map.

Public meetings to discuss the sale of Bayside former Public Works Properties have been held on 1/3/2017, 1/31/2017, 2/27/2017, 3/7/2017, 6/27/2017, 7/19/2017, 9/19/2017, 11/28/2017, 1/3/2018, and 3/6/2018.

Under the direction of the Economic Development Committee during 2017 and 2018, staff has been negotiating a Purchase and Sale Agreement and Lease Agreement with Tom Watson & Co., LLC. Mr. Watson's site redevelopment proposal includes the following:

- Upwards of 16 separate units all with access to the street;
- One central space of over 3,500 square feet for public/communal user like pub, cafe, eatery;
- Glass overhead doors to promote openness and allow for artists to combine retail display space for their work and promote a marketplace environment; and
- Affordable/accessible to the creative economy at under \$1,000/month.

However, due to the fact that approximately two years will have passed between the time Mr. Watson submitted his proposal for the property and the time he will take possession of it, he is requesting some flexibility for his planned renovations given that community market demands may change.

Any substantial change of use to Mr. Watson's development concept will require City Council approval.

The City retained public access rights across the discontinued portion of Lancaster Street between Hanover to Parris Street, which is part of the 44 Hanover Street property.

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

AMENDMENTS:

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

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

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The subject property has been used for Public Works Fleet Services' large equipment maintenance operations. See attached property location map.

Public meetings to discuss the sale of Bayside former Public Works Properties have been held on 1/3/2017, 1/31/2017, 2/27/2017, 3/7/2017, 6/27/2017, 7/19/2017, 9/19/2017, 11/28/2017, 1/3/2018, and 3/6/2018.

Under the direction of the Economic Development Committee during 2017 and 2018, staff has been negotiating a Purchase and Sale Agreement and Lease Agreement with Tom Watson & Co., LLC. Mr. Watson's site redevelopment proposal includes the following:

- Upwards of 16 separate units all with access to the street;
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However, due to the fact that approximately two years will have passed between the time Mr. Watson submitted his proposal for the property and the time he will take possession of it, he is requesting some flexibility for his planned renovations given that community market demands may change.

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AMENDMENTS:

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

Tab 1 3-19-18

IN COUNCIL REGULAR MEETING MARCH 5, 2018 VOL. 133 PAGE 192

ROLL CALL: Mayor Pro Tem, Nicholas Mavodones, Jr. called the meeting to order at 5:30 P.M. (Councilor Batson and Mayor Strimling out).

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Councilor Duson corrected the minutes by stating that she did not work on Marpheens Chan-Berry's Campaign, but Marpheen Chan - Berry worked on hers.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau to approve the corrected minutes of February 21, 2018 Special City Council Meeting. Passage 7-0.

PROCLAMATIONS:

Proc 25-17/18 Proclamation Honoring Officer Jonathan Lackee as Police Officer of the Month for January 2018 – Sponsored by Mayor Ethan K. Strimling.

Proc 26-17/18 Proclamation Honoring Nelle Hanig, Economic Development Department, as Employee of the Month for January 2018 – Sponsored by Mayor Ethan K. Strimling.

Proc 27-17/18 Proclamation Honoring Moore Middle School Students – Sponsored by Councilor Justin Costa.

APPOINTMENTS:

CONSENT ITEMS:

Order 162-17/18 Order Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Justin Neves – Sponsored by Jon P. Jennings, City Manager.

Order 163-17/18 Order Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Jeffrey Jackimocz– Sponsored by Jon P. Jennings, City Manager.

Order 164-17/18 Order Declaring July 28, 2018 the 16th Annual Greater Portland Festival of Nations – Sponsored by Jon P. Jennings, City Manager.

Order 165-17/18 Order Declaring August 4, 2018 the Picnic Craft Fair Festival – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Costa and seconded by Councilor Duson for passage of the consent items. Passage 7-0.

LICENSES:

Order 166-17/18 Order Granting Municipal Officers' Approval of Elsmere Portland LLC dba Elsmere BBQ and Wood Grill. Application for a Class XI Restaurant/Lounge with Outdoor Dining on Private Property at 476 Stevens Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 7-0.

Order 167-17/18 Order Granting Municipal Officers' Approval of Cumberland County & Global Spectrum, L.P. dba Cross Insurance Arena. Application for a Civic Auditorium with Entertainment with Dance at 1 Civic Center Square – Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage. Passage 7-0.

BUDGET ITEMS:

COMMUNICATIONS:

Com 16-17/18 Communication Re: 2018/2019 Work Plan Associated with Portland's Economic Development Growth – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

Com 17-17/18 Communication Re: Fiscal Year Ending 2017 Tax Increment Financing District Annual Report – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 161-17/18 Order Amending the 2002 Waterfront Tax Increment Financing District 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.

It was given a first reading on February 21.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 7-0 .

ORDERS:

Order 168-17/18 Order Setting Public Hearings on Fiscal Year 2019 Annual Action Plan and Appropriations for Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Program – Sponsored by Jon P. Jennings, City Manager.

Public hearings will be held on March 19, 2018 and on April 18, 2018 at a City Council Meeting held at 5:30 p.m., both in Portland City Hall Council Chambers, 389 Congress Street.

Motion was made by Councilor Duson and seconded by Councilor Costa for passage. Passage 7-0.

Order 169-17/18 Order Amending Traffic Schedule Re: Unrestricted to Time-Restricted Parking on Kennebec Street – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

AMENDMENTS:

Order 170-17/18 Amendment to Portland City Code Re: Text Amendments to Division 9. B-1 and B-1b Neighborhood Business Zones – Sponsored by the Planning Board, Sean Dundon, Chair.

Motion was made by Councilor Cook and seconded by Councilor Ray to waive the second reading. Passage 7-0.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage as an emergency. Passage 7-0.

Motion was made by Councilor Costa and seconded by Councilor Ray to adjourn. Passage 7-0, 6:38 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

Proc 28-17/18
Tab 2 3-19-18

PROCLAMATION

Honoring

Laurence Smith, Jr.

Employee of the Month

February 2018

WHEREAS: **Laurence Smith, Jr.** of the Police Department has been named the City of Portland Employee of the Month by a committee of his peers and selected for this distinct honor from a workforce of over 1,300; and

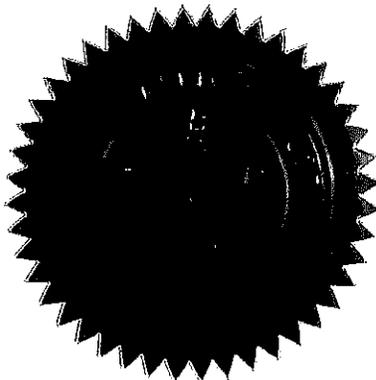
WHEREAS: This award is presented in recognition of **Les's** work as a Police Officer with over 19 years of service. **Les** is recognized as a hardworking, dedicated officer who routinely goes above and beyond in his daily duties. **Les** handles all of his community policing duties and routinely assists patrol as well. When someone needs assistance with anything, **Les** is always there to help; and

WHEREAS: In addition, **Les** is one of the Defensive Tactics lead instructors and teaches self-defense to adult groups, as well as doing Work Place Safety talks throughout the City; and

WHEREAS: **Les** is recognized by co-workers as an invaluable mentor. **Les** never shies away from work and is a driving force behind progress in his assigned neighborhoods. **Les's** constant smile and contagious laughter helps members of the department stay motivated and improves the quality of life for our citizens. **Les** truly is an asset to the Police Department and to the City.

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 **Laurence Smith, Jr.** as **City Employee of the Month, February 2018.**

Signed and Sealed this 19th day of March, 2018



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

Order 171-17/18
Tab 3 3-19-18

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 JUNE 16, 2018
THE PRIDE PORTLAND! PARADE AND FESTIVAL**

ORDERED, that June 16, 2018, with a rain date of June 23, 2018, is hereby declared the Pride Portland! Parade and Festival; and

BE IT FURTHER ORDERED, that the Pride Portland! Parade and Festival area shall be Monument Square, One City Center sidewalk, Preble Street from Cumberland Avenue to Congress Street, Federal Street Extension, and Center Street from Free Street to Congress Street and all adjoining sidewalks, squares and parks from 10:00 a.m. to 12:00 p.m. and shall be Deering Oaks Park from 12:00 p.m. to 5:00 p.m., both on the date of the Festival; and shall include reserved parking spaces on the park side of Park Avenue and on State Street Extension from Forest Avenue to Park Avenue including the sidewalks of those and of adjacent streets;

BE IT FURTHER ORDERED, that the City Manager is authorized to grant permits to Pride Portland! pursuant to Sec. 25-27 of the Portland City Code for the following activities during the Festival:

- a. Use of Monument Square and area sidewalks, Monument Way, One City Center Sidewalk, Congress Street sidewalk area and Preble Street (from Cumberland Avenue to Congress Street), Federal Street Extension and Center Street (Free Street to Congress Street) from 10:00 a.m. to 12:00 p.m., as a gathering point for parade participants;
- b. Use of Congress Street (both sides of the street) from Elm Street to High Street, High Street (from Congress Street to Park Avenue), Park Avenue (from High Street to Deering Avenue), State Street Extension (from Park Avenue to Forest Avenue) and entering Deering Oaks at Bowling Green Pathway in the Mellen Street area for a parade from 12:00 p.m. to 1:00 p.m.;
- c. Use of Deering Oaks Park (the Park Avenue side of the park, i.e. grass areas on the south side of the pond and ravine) for Pride Portland! Celebration and Festival: entertainment, displays, food and non-food vendors from 1:00 p.m. – 5:00 p.m.; and

BE IT FURTHER ORDERED, that the following streets shall be closed to traffic on Saturday, June 16, 2018 (or on the rain date June 23, 2018, if necessary):

1. Federal Street Extension and Preble Street from Cumberland Avenue to Congress Street and Center Street from Free Street to Congress Street (9:00 a.m. – to 12:00 p.m.), some streets posted “No Parking”; and

2. Streets along the Parade route: Congress Street (Elm Street to High Street), High Street (Congress Street to Park Avenue), Park Avenue (High Street to Deering Avenue) and State Street Extension entrance to Deering Oaks Park will be closed for short periods of time by police officers in patrol cars and volunteers, blocking the intersection via a rolling barricade (approximately 12:00 p.m. – 1:00 p.m.) and posted “No Parking”; 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 parade route and Festival area will also be closed to street vendors pursuant to Section 19-17 and §19-22 of the Portland City Code and is reserved for the use of the Pride Portland! organizers for the purpose of conducting the Festival events, subject to the direction and control of the City Manager; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Pride Portland! for the use of the above-described area for said Festival, subject to the following conditions:

1. Some City Department Staff will assist at the Parade for no charge, but Pride Portland! shall reimburse the City for all expenses incurred by City Departments for other additional services at the Festival;

2. Under no circumstances may alcoholic beverages be sold on the streets or public property of the Festival area during said Festival;

4. The Pride Portland! Committee 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;

5. Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;

6. Pride Portland! 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 (for use of Deering Oaks) per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will list the City of Portland as an additional insured for the Pride Portland! Parade and Festival; and

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



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: March 6, 2018
RE: **Council Agenda Item - 2018 Pride Portland!
Parade and Festival**

I am requesting that the following order be placed on the next City Council agenda (March 19):

Order declaring Saturday, June 16, 2018 as "Pride Portland! Parade and Festival."

The organization, Pride Portland!, has submitted a request/application for the "**Pride Portland! Pride Parade and Festival**," which includes a parade down Congress Street, High Street and Park Ave., followed by a festival at Deering Oaks Park, to be held on Saturday, June 16, 2018. (**RAIN DATE for these events is Saturday, June 23.**) These events are similar to previous years, albeit, no Beer Garden is being held at the festival this year.

1. **Pride Parade:** parade assembly: The use of Monument Square, One City Center sidewalk, Preble Street (from Cumberland Ave. to Congress Street), Federal Street Ext., and Center Street (Free Street to Congress Street) on **Saturday, June 16, from 10am to 12pm (Noon)**. Parade assembly begins at 10am. Attendance – 1,500 marchers (some floats).

For parade itself: The use of city streets – both lanes: Congress Street (Elm to High Street), High Street (Congress Street to Park Avenue), Park Avenue (from High Street to Deering Ave.), and State Street Ext. Once reaching Mellen Street area, marchers enter into Deering Oaks Park. **Time: Noon – 1pm.** Estimated onlookers – 3,000.

2. **Pride Festival:** The use of Deering Oaks Park (Park Avenue side of the Park): entertainment / stage, booths & displays, food and non-food vendors, from **1 – 5pm on Saturday, June 16.** Estimated attendance throughout the day: 5,000+.

NOTE: The organizer has requested parking spaces be reserved on State Street Ext. (Forest Ave. to Park Ave.) for volunteers, vendors and political speakers. In addition, as the festival is held on the south side of the pond and ravine area, Farmer's Market will still be held in Deering Oaks Park that day, and farmers will end their sales at the park at the usual time – around 1pm.

(continued)



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

Andrew J. Downs
Director
Public Assembly Facilities Division

Festival Zone (areas falling under Pride Portland! Committee's purview):

1. All of parade formation area and parade route, including the streets themselves, and parking lanes, as well as adjoining sidewalks, squares, parks, and plazas (Monument Square, Monument Way, Congress Square Park);
2. The south side of Deering Oaks Park (from the south side of the Ravine and Pond to Park Ave., to State Street Ext., to Deering Ave.), and to include the adjoining sidewalks of adjacent streets as well.

Street Closures:

In order for these events to be held, a number of city streets need to be closed to vehicular traffic on **Saturday, June 16**. In particular, the streets included in the parade formation area and the parade route itself. **(Some of these streets would need to be posted "No Parking.")**

For Parade formation: Federal Street Extension and Preble Street – from Cumberland Ave. to Congress Street; (9am – Noon). Also, Center Street (from Free Street to Congress Street) closed to traffic and used for formation purposes. These streets posted "No Parking."

Streets along the Parade route: Congress Street (Elm to High Street), High Street (Congress Street to Park Ave.), Park Ave. (from High Street to Deering Ave.), and State Street Ext., will be closed for a period of time by police officers in patrol cars, parking control officers, and volunteers, blocking the intersections via a rolling barricade. **(Approximately 12 – 1pm)**. Congress Street and Park Ave. (on the park side of the street) will need to be posted "No Parking."

The Pride Parade will impact some METRO Bus routes. City staff and festival organizers will work with METRO on how to best address those impacts.

If inclement weather on Saturday, June 16, the Parade and Festival would both be rescheduled for the following Saturday: June 23.

Vehicles in violation of the "No Parking" signs in the Festival

Zone shall be towed at owner's expense.

The parade route and Festival areas above will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and are reserved for the use of Pride Portland! Committee for the purpose of conducting the Parade and Festival, 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 Pride Portland! Committee for the use of the above-described area for said events, subject to the following conditions:

- The Pride Portland! Committee shall reimburse the City for all expenses incurred by City Departments for said **2018 Festival** (assistance at the Parade is in-kind, as that is considered a 1st Amendment use, however organizers will hire some additional officers to assist at the Parade);
- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival (there is to be no beer garden at the 2018 festival);
- The Pride Portland! Committee shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the events;
- Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to; and
- Pride Portland! 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, and alcohol liability coverage, for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the **"Pride Portland! Pride Parade and Festival"** activities.

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 to Use City Property

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 tvm@portlandmaine.gov
Jennifer Hale jhale@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)

TODAY'S DATE		6 FEB 2018 REVISED: 2-15, 3-1		ORGANIZATION NAME			PRIDE PORTLAND!				
ORGANIZATION ADDRESS				511 Congress ST Suite 107		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)		Quinn Gormley, Treasurer, Luis Neftali Rodriguez, Co-Chair, Cybele Brandow, Co-Chair, Annabel Sam - At Large / Parade co chair Meagan Lauer - Chair Fundraiser / Festival									
HOME #	WORK	CELL		FAX							
EMAIL	portmepride@gmail.com			EMAIL	quinn@mainetransnet.org cybelebrandow@gmail.com annabel3sam@gmail.com Meagan L Lauer_justpurenatural@gmail.com						

PARK AREA OR PUBLIC SPACE REQUESTED			PARADE: Portland Streets: Congress, High, Park Ave. Formation Area: Mon Square / Preble ST / Fed ST Ext / Center St. Congress Square Park - Sidewalk Area - Small stage (reviewing stand) FESTIVAL: Deering Oaks Park: (North side of Pond & Ravine) Park Ave Parking Lane (beside park), State Street Ext (parking)								
EVENT DAY & DATE(S)			Saturday June 16, 2018			RAIN DAY & DATE(S) (50% added fee)			June 23		
EVENT START TIME (i.e. set-up start time)		7am- festival begins 10am- parade formation Stage erected Friday Afternoon		EVENT END TIME (i.e. when event cleanup is complete)		1:00 pm (parade) 7:00pm (festival clean-up)		ACTUAL START & END TIME OF EVENT			12pm-1pm: parade 1pm-5pm: festival

EVENT NAME		EXPECTED ATTENDANCE	
Pride Portland! Parade & Festival (NO Beer Garden this year)		Parade: 1,500 marchers 3000+ spectators Festival: 5000+ throughout the day.	

DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail. If submitting a request for a Road Race (other than a race around Back Cove and using Back Cove Pathway for the route) or a Street Closure (parade, march, rally, etc.), please include a detailed MAP of the COURSE or EVENT AREA (as this will need to be approved by City Departments).

Pride Parade: Saturday, June 16, 2018, noon kick-off Parade forms up on Preble ST (between Cumberland and Congress) and Center ST (from Free to Congress) and Monument Square (Fed St EXT). Parade down Congress ST to High St, Park Ave to Mellen Street intersection, onto sidewalk + pathway to Deering Oaks. Organizer will hire some Police Officers and PCO's to assist with traffic control. Many volunteers will staff the parade route intersections (barricades). A few of the streets will need to be posted "No Parking." **Sound permit needed.**

Pride Festival: Saturday June 16, 2018, 1-5pm Festival held in Deering Oaks Park (Park Ave and Bowling Green Path side of the Oaks) and includes the use of the grass areas and Bowling Green Path, a large stage erected on the grass (near

the pond), and electricity at nearby green box for entertainment (DJ's and bands). **Sound Permit needed.**

age comes in on Friday, gets removed on Sunday or Monday. **There will not be a Beer Garden this year.**

Many tables set up on the grass, some 10x10 canopies as well. NO large tents setup – only canopies.
Kids games and Moon Bounce set up on grass (between BG Path and the pond). Generator used for power.

There will be food and non-food vendors at the festival. Some gas grills will be used for cooking. The food trucks will need to park in other areas (NOT on grass near trees) - other than beside the Park Avenue sidewalk. The Bowling Green itself will NOT be used for any formal events (other than recreation, socializing and blanket seating). We will rent a number of porta-restrooms (10+) to be positioned on grass area just to the side of the Bowling Green Path.

Parking Spaces along Park Ave (park side, from State Street EXT to Deering AVE) need to be set aside for the festival.

A banner is requested to be hung over Congress Street.

The Farmers Market will also be in Deering Oaks, therefore the area could be congested with pedestrians as well as vehicles. In addition, there are the State High School Lacrosse Tournaments taking place at Fitzpatrick Stadium all day long.

City Staff will meet with organizer at the April EVENTS Mtg (Thur April 5) to go over details of use.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: _____ FEE _____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$ Parade Floats and Marching Units pay a fee to participate Food Vendors and Organization Booths pay a fee to set up at the Festival

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?

PLEASE CHECK OFF AND ANSWER:

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

	X-YES	X-N O	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 approved)		X	
* Will you be setting up tables and/or chairs ? How many tables: chairs:	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: Large STAGE	X KIDS GAMES BOUNCE HOUSE		
* Will there be refreshments at the event? Do you wish to sell food ? (If so, you will need approval from PAFD and possibly a Temporary Food Service License from Business Licensing Office) List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served PLEASE give the BL Office at least a 2-week notice (874-8557). A TFSL is needed when food vendors are not licensed, or when food is being prepared and cooked at the event.	X FOOD TRUCKS		
* Do you wish to sell non-food items (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. List items you wish to sell:	X T-SHIRTS CRAFTS ARTWORK		
* Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band? DJ? Boom Box? If so, your event may require a concert license from BL Office (874-8557). (Just voice – i.e. Press Conference, would not require the license because it is not music).	X AMPLIFIED MUSIC		

	However, a Sound Security Deposit may also be required for amplification. For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	BAND		
	Will your event require electricity ? Electricity is available at some of the parks & squares	DJ		
*	Are you planning on bringing a Grill for a Barbecue ? Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.	X		
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at PAFD Office, 212 Canco Rd.	X		
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from PAFD Office. Barricades and signs are borrowed from Public Works, Customer Service.	X		
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gfenton@gpmetrobus.com) to discuss.	X		
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance.	X		
*	Will your event require Fire/EMS assistance? (For a large walk/race, it is recommended.)	?	X	
*	Will your event require Parking Control assistance?	X		
*	Will your event require porta-restroom rental(s) 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		
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to PAFD: 808-5400 x0.	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 NEED ON FILE		
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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 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.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You must bring a fire extinguisher with you to the grilling area.

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	QEG	DATE	2/14/18
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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	QEG	DATE	2/14/18
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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)	
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED					

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.	\$ 600 due + \$300 rain	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$ TBD
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If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable) Number of Hours of Use: Approx. 12 hours	date reservation due		
Admin/Staff Fee (support for events): \$30/hour	\$ TBD	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ 1000 due 250 due
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee: \$25, etc.)	\$ TBD
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$ N/A	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	2-15-2018	DATE REC'D INSURANCE	Need	PERMIT FEE AMT REC'D	\$ Need	SECURITY DEPOSIT	\$ Need		
PAYMENT TYPE									
VISA	\$	MC	\$	CK #		CK AMOUNT	\$	CASH AMT	\$

*Order 172-17/18
Tab 4 3-19-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Definitive Brewing, LLC dba Definitive Brewing Company. Application for a Brewery with
Outdoor Dining on Private Property at 35 Industrial Way.**



Definitive Brewing Company, LLC
35 Industrial Way
Portland, ME 04103
Email: jroberts@definitivebrewing.com

February 15, 2018

Mayor and Members of the City Council of Portland, Maine
389 Congress St.
Portland, ME 04101

We are writing to let you know of our intent to start a brewery and taproom location in Portland. We have received building permit and change of use approval from the city and have started our demo work to convert the building to a brewery & taproom at 35 Industrial Way in Portland. We plan to have multiple outdoor patio spaces for patrons to utilize and though we do not plan to have food inside our establishment, we would like to have a designated spot for a food truck on premise.

Our management group has a nice variety of business experience and we have an experienced brewer that will round out the management team nicely. Several additional LLC investors offer an extended level of experience from business owners, lawyers, bankers, etc.

The location, in our opinion, is considered to be the primary spot for casual brew enthusiasts who live and travel to Maine, and we are thrilled to have the opportunity to join this wonderful area with several of the best breweries in Maine. Our operations will be similar to the breweries currently located in the Industrial Way area. We plan to have many parking spots, which we believe will be welcomed in this busy area.

We look forward to discussing our plans with you further and are extremely excited to be starting a brewery in the great city of Portland, Maine.

Thanks,

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

Josh Roberts
Founder / Chief Financial Officer
Definitive Brewing Company, LLC
207-441-4024

Portland, Maine



Yes. Life's good here.

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

Application for Brewery, Winery and Distillery Alcohol Service License

License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License.

Business Information	
Business Name (d/b/a):	Definitive Brewing Company, LLC Phone: 207 441-4024
Location Address:	35 Industrial Way, Portland, ME Zip: 04103
If new, what was formerly at this location:	North Atlantic Scaffolding Company
Mailing Address:	35 Industrial Way, Portland, ME Zip: 04103
Contact Person:	Josh Roberts Phone: 207 441-4024
Contact Person Email:	JRoberts@definitivebrewing.com
Manager of Establishment:	Josh Roberts Date of Birth: 6/13/1979 Phone: 207 441-4024
Owner of Premises (Landlord):	Future Holdings
Address of Premises Owner:	35 Industrial Way, Portland, ME Zip: 04103

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Definitive Brewing, LLC		35 Industrial Way, Portland, ME Zip: 04103	
Contact Person:	Josh Roberts	Phone:	207 441-4024
Principal Officers	Title	Date of Birth	Residence Address
Michael Rankin	CEO	11/21/1989	487 Gray Road, N. Yarmouth, ME 04097
Michael Herrick	COO	2/23/1961	9 Daniel Finn Circle, Billerica, MA 01821
Joshua Roberts	CFU	6/13/1979	360 Willey Point Road, Oakland, ME 04463
Rylan Webber	Master Brewer	4/19/1990	5 Mechanic Street, Westbrook, ME 04092

About Your Establishment

Type of Establishment:	<u>Brewery</u> Winery Distillery
Hours & days of operation:	<i>See next page -> Detail of Hours, by Season</i>

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment? <i>Will have 3rd party food trucks onsite</i>	<input checked="" type="checkbox"/>
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<input checked="" type="checkbox"/>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<input checked="" type="checkbox"/>
Will you permit dancing on the premises?	<input checked="" type="checkbox"/>
Will you permit dancing after 1:00 a.m.?	<input checked="" type="checkbox"/>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<input checked="" type="checkbox"/>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<input checked="" type="checkbox"/>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	<i>5/1/2018</i>
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<input checked="" type="checkbox"/>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<input checked="" type="checkbox"/>
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	<input checked="" type="checkbox"/>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input checked="" type="checkbox"/>
If Yes, please explain:	

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

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

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

Signature *Joshua Roberts* Title CFO Date 2/15/18

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

Portland, Maine



Yes. Life's good here.

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

**Outdoor Dining Permit on Private Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

Outdoor Dining on Private Property \$125.00 Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	Definitive Brewing Company, LLC	Phone:	207 441-4024
Location Address:	35 Industrial Way, Portland, ME	Zip:	04103
Mailing Address:	35 Industrial Way, Portland, ME	Zip:	04103
Contact Person:	Josh Roberts	Phone:	207 441-4024
Contact Person Email:	JRoberts@definitivebrewing.com		
Manager of Establishment:	Josh Roberts	Date of Birth:	6/13/1979
		Phone:	207 441-4024
Owner of Premises (Landlord):	Future Holdings		
Address of Premises Owner:	35 Industrial way, Portland, ME Zip: 04103		

Owner Information

Corporate Name		Corporate Mailing Address	
Definitive Brewing Company, LLC		35 Industrial way, Portland, ME Zip: 04103	
Contact Person:	Josh Roberts	Phone:	207 441-4024
Principal Officers	Title	Date of Birth	Residence Address
Michael Rankin	CEO	11/21/1989	487 Gray Road, N. Yarmouth 04097
Michael Herrick	COO	2/23/1961	9 Daniel Finn Circle, Billerica, MA 01821
Joshua Roberts	COO	6/13/1979	360 Willey Point Road, Oakland, ME 04983
Dylan Webber	Master Brewer	4/19/1990	5 Mechanic Street, Westbrook, ME 04092

About Your Establishment

Class of License:	
Type of food served:	N/A, but want to have space for food truck on premise.
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Liquor
Hours & days of operation:	See "Hours of operation" attached to end of Application
Number of Tables	14
Number of Chairs	Tables will be picnic tables, holding approx 8 customers per table. 112 "SEATS"

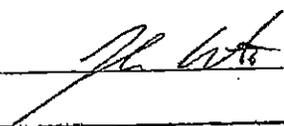
Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permittng@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

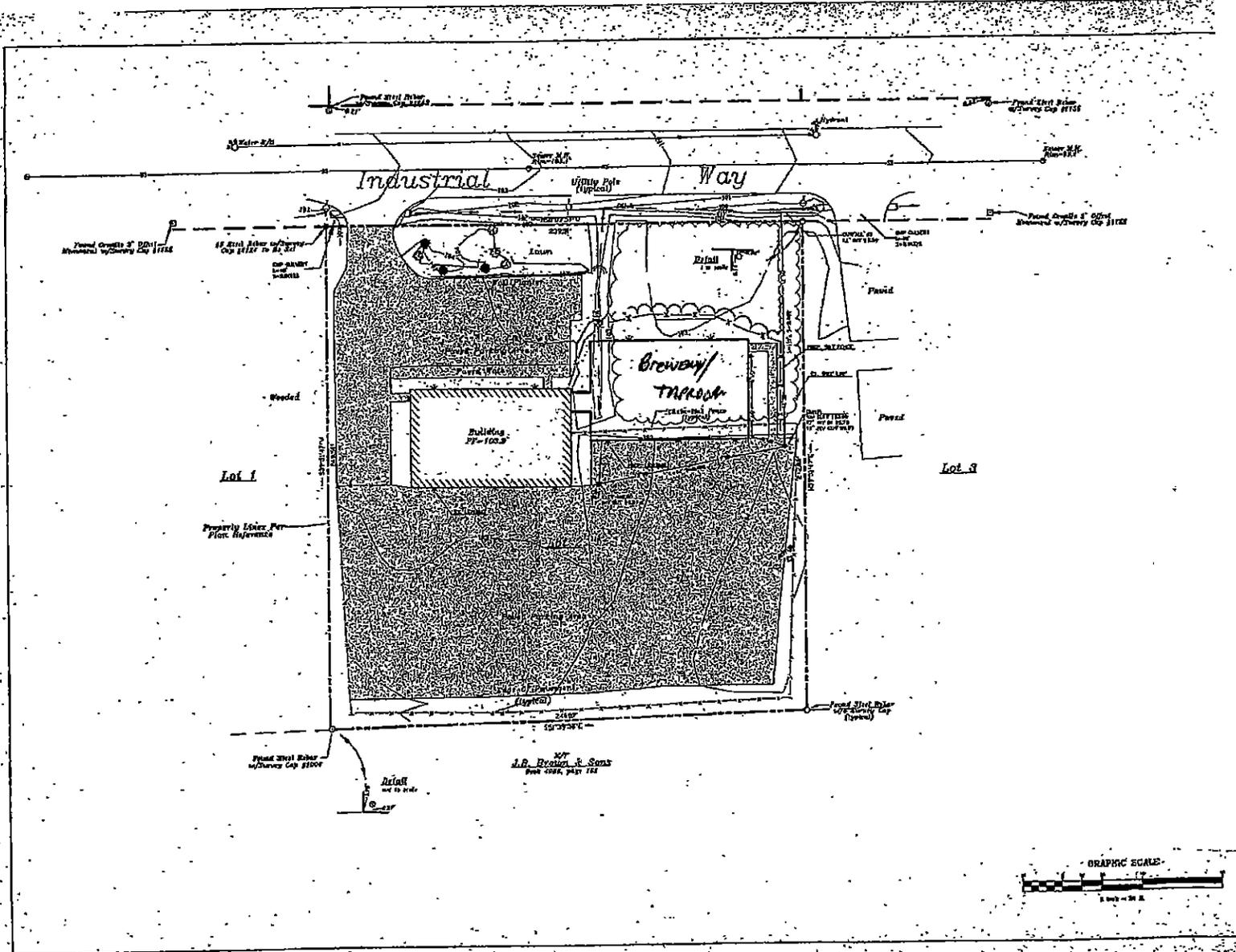
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature  Title CFO Date 2/15/2018

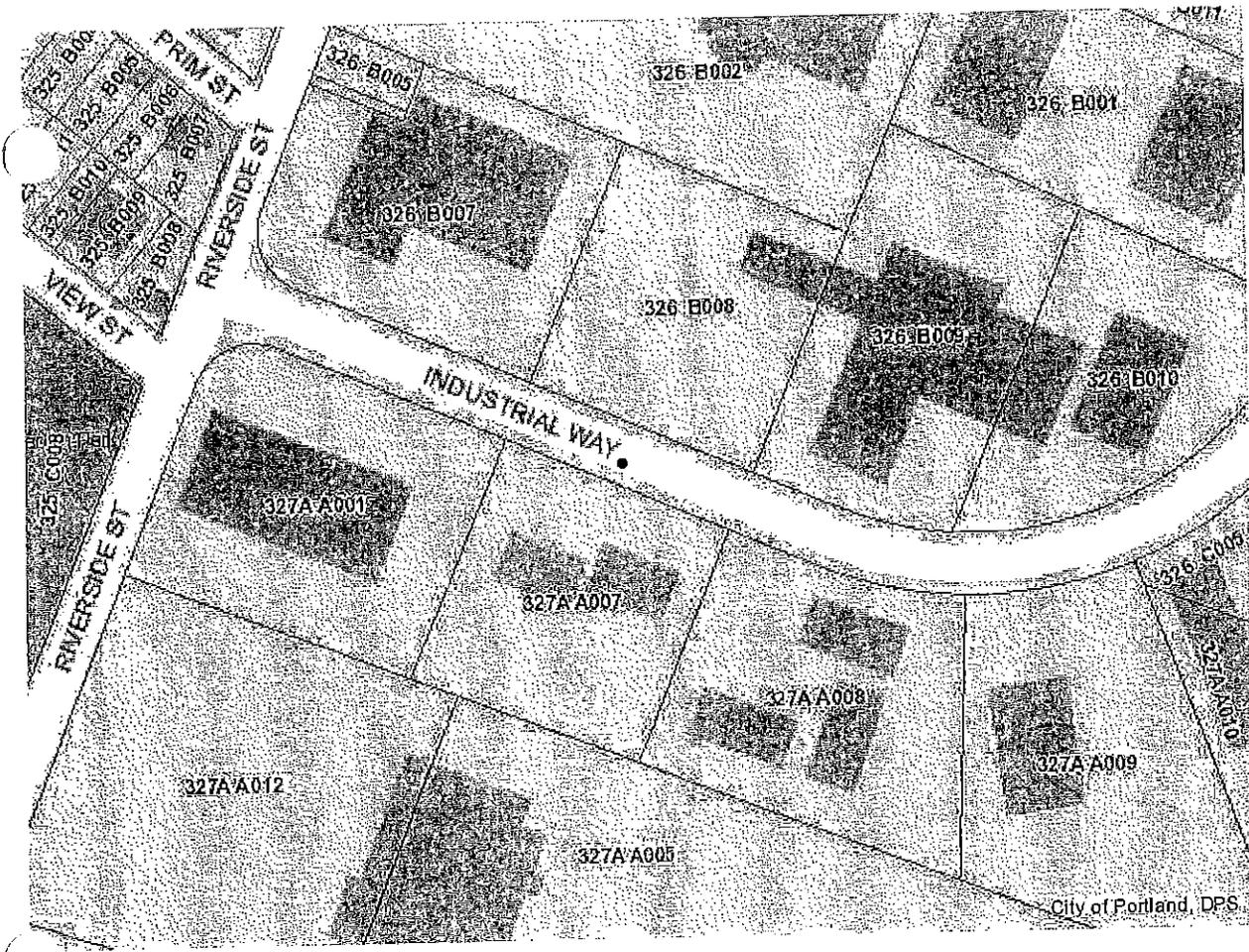
For Administrative Use Only

Amount: _____		Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____ / _____	_____
CC _____ CA _____ CK _____	Health: _____	_____ / _____	_____
	PD: _____	_____ / _____	_____
Amount: _____	PR: _____	_____ / _____	_____
Date Paid: _____	Treasury: _____	_____ / _____	_____
CC _____ CA _____ CK _____	Zoning: _____	_____ / _____	_____

HOURS OF OPERATION			
Summer - opening day to September 30:			
	<u>Open</u>	<u>Close</u>	Hours Open
Monday	2:00 PM	7:00 PM	5
Tuesday	CLOSED	CLOSED	0
Wednesday	2:00 PM	7:00 PM	5
Thursday	12:00 PM	8:00 PM	8
Friday	12:00 PM	8:00 PM	8
Saturday	12:00 PM	8:00 PM	8
Sunday	12:00 PM	6:00 PM	6
Total Hours Open:			40
Winter - October 1 to April 30:			
	<u>Open</u>	<u>Close</u>	Hours Open
Monday	CLOSED	CLOSED	0
Tuesday	CLOSED	CLOSED	0
Wednesday	3:00 PM	7:00 PM	4
Thursday	3:00 PM	7:00 PM	5
Friday	12:00 PM	8:00 PM	8
Saturday	12:00 PM	8:00 PM	8
Sunday	12:00 PM	6:00 PM	6
Total Hours Open:			31



"PLOT PLAN"



City of Portland, DPS

2/23/2018

City of Portland Mail - Re: Definitive Brewing Company

Portland
Maine | Yes. Google's good here.

Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Definitive Brewing Company

Fri, Feb 23, 2018 at 9:46 AM

Kevin Cashman <kevinc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Chris Pirone <cpp@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keri Ouellette <kouellette@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Wed, Feb 21, 2018 at 12:44 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Definitive Brewing Company, 35 Industrial Way for a Brewery with Outdoor Dining on Private property. This will be going before council on 3/19/2018.

Owner is
Definitive Brewing LLC

The contact is
Josh Roberts
jroberts@definitivebrewing.com
207-441-4024

The information has been added to UI for approvals. Thanks Jess

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D508721

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-02-21) :

Inquiries Name(s)

MICHAEL RANKIN (1989-11-21)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D508720

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-02-21) :

Inquiries Name(s)

MICHAEL HERRICK (1961-02-23)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D508727

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-02-21) :

Inquiries Name(s)

DYLAN WEBBER (1990-04-19)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

February 27, 2018

Definitive Brewing LLC
35 Industrial Way
Portland ME 04103

Re: Definitive Brewing, LLC dba Definitive Brewing Company. Application for a Brewery with Outdoor Dining on Private Property at 35 Industrial Way.

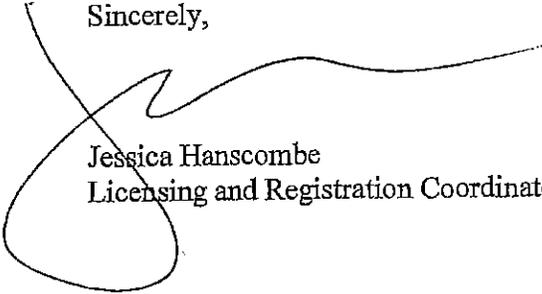
Dear Josh Roberts

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday March 19, 2018 at 5:30 p.m.**, for the review of application for a Brewery with Outdoor Dining on Private Property at 35 Industrial Way. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

**Notice of Public Hearing
City of Portland**

A Public Hearing will be held on March 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Definitive Brewing, LLC dba Definitive Brewing Company. Application for a Brewery with Outdoor Dining on Private Property at 35 Industrial Way. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 173-17/18
Tab 5 3-19-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Portland Norwich Group LLC dba AC Hotel Portland. Application for a Class I-A Hotel
41+ rooms with Outdoor Dining on Private Property at 158 Fore Street.**



February 20, 2018

Mr. Ethan K. Strimling
Mayor, City of Portland
389 Congress Street
Portland, ME 04101

Dear Mr. Mayor and Honorable Members of the City Council,

Please accept this letter as a formal application for all of the necessary food, beverage, and health sanitation licenses and permits needed to successfully open and operate the new AC Portland Hotel Downtown Waterfront, located at 158 Fore Street in Portland, ME. With an anticipated opening date of May 1st 2018, we are very excited to be part of the Portland's vibrant culture and maritime tradition, while partnering with many of the local businesses who will support our efforts to be rooted with the community.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Jeff Lidinsky". The signature is stylized and cursive.

Jeff Lidinsky
General Manager
AC Portland Hotel Downtown Waterfront
207.405.1139

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

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

www.portlandmaine.gov

Application for Food Service Establishment or Commissary Kitchen License

License expires annually on January 31st

<input checked="" type="checkbox"/> Application Fee: \$35	<input checked="" type="checkbox"/> FSE with Preparation or Commissary Kitchen License: \$437
<input type="checkbox"/> X Health Inspection \$150.00	FSE without Preparation License: \$172 Beer & Wine Take-Out: \$395

Business Information	
Business Name (d/b/a):	AC Hotel Portland Phone: 207.747.1640
Location Address:	158 Fore Street Portland, ME Zip: 04101
If new, what was formerly at this location:	New Build
Mailing Address:	158 Fore Street Portland, ME Zip: 04101
Contact Person:	Jeff Lidinsky Phone: 207-747-1640
Contact Person Email:	Jeff.lidinsky@pyramidhotelgroup.com
Manager of Establishment:	Jeff Lidinsky Phone: 207-747-1640
Owner of Premises (Landlord):	Portland Norwich Group LLC
Address of Premises Owner:	PO Box 1383 Sanibel, FL Zip: 33957

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name	Corporate Mailing Address
----------------	---------------------------

David Leatherwood	Mananging Member	11.28.61	500 Sawgrass Place Sanibel, FL 33957
-------------------	------------------	----------	--------------------------------------

About Your Establishment

Type of Food Served (include a menu):	Breakfast Buffet, Lunch and Dinner – Tapas and American Fare
Hours & Days of Operation:	Daily: 6a – 11p

Certified Food Protection Manager Certificate number & expiration date: Pending / In progress _____ If this has not yet been obtained, indicate that it is pending. Please have it ready for your health inspection.

QUESTION- For Food Service Establishments ONLY:	Yes/No
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises? Weddings only	Y/N
Will you permit dancing after 1:00 a.m.? No	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required) 22 outdoor patio seats	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one). Private on hotel property	Y/N
Will you have any amusement devices (pinball, video games, jukebox)? No	Y/N
If yes, please list the number of pinball machines: _____ amusements: _____ pool tables: _____	N/A
What is your targeted opening date? 4/30/18	
Does the issuance of this license directly or indirectly benefit any City employee(s)? No	Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s): Residence Inn Hotel Downtown Portland	
Is any principal officer under the age of 18? No	Y/N

For Community Kitchen Operators ONLY: It is your responsibility to maintain a schedule of users and assure sufficient time for cleaning and sanitizing between uses.
--

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

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

Signature _____ Title 2/27/18 Date

For more information about Food Service Establishments and Community Kitchens, see Portland City Code Chapter 11 at: www.portlandmaine.gov

For Administrative Use Only			
Amount: _____	Request Date / Approval	Notes: _____	
Date Paid: _____	FD: _____ / _____		
CC _____ CA _____ CK _____	Health: _____ / _____		
	PD: _____ / _____		
Amount: _____	PS: _____ / _____		
Date Paid: _____	Treasury: _____ / _____		
CC _____ CA _____ CK _____	Zoning: _____ / _____		

Portland, Maine



Yes. Life's good here.

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

**Outdoor Dining Permit on Private Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

Outdoor Dining on Private Property \$125.00 Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	AC HOTEL PORTLAND	Phone:	
Location Address:	158 FORE STREET PORTLAND ME	Zip:	04101
Mailing Address:		Zip:	
Contact Person:	JEFF LIDINSKY	Phone:	207 747-1640
Contact Person Email:	JEFF.LIDINSKY@PYRAMIDHOTELGROUP.COM		
Manager of Establishment:	JEFF LIDINSKY	Date of Birth:	5-21-78
Owner of Premises (Landlord):	Portland Norwich Group	Phone:	207 747-1640
Address of Premises Owner:		Zip:	

Owner Information

Corporate Name		Corporate Mailing Address	
Portland Norwich Group		PO BOX 1383 SANIBEL FL 33957	
Contact Person:	Hollie Conway	Phone:	603-643-2206
Principal Officers	Title	Date of Birth	Residence Address
DAVID LEATHERWOOD	Managing Partner	11/26/61	

About Your Establishment

Class of License:	Food & Alcohol
Type of food served:	TAPAS - AMERICAN
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Liquor
Hours & days of operation:	Seasonal 3pm-11pm
Number of Tables	7
Number of Chairs	22

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permittina@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature  Title ADAMS Member Date 2-25-18

For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____
CC _____ CA _____ CK _____	Health: _____	_____
	PD: _____	_____
Amount: _____	PR: _____	_____
Date Paid: _____	Treasury: _____	_____
CC _____ CA _____ CK _____	Zoning: _____	_____

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

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

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Portland Norwich Group LLC		Business Name (D/B/A) AC Hotel Portland	
APPLICANT(S) –(Sole Proprietor) _____ DOB: _____		Physical Location: 158 Fore Street	
DOB: _____		City/Town	State
		Portland, Maine	04101
Address PO Box 1383		Mailing Address	
City/Town	State	City/Town	State
Sanibel, FL	33957		
Telephone Number	Fax Number	Business Telephone Number	Fax Number
(239) 395-0453	(603) 643-2209	(207) 747-1640	(207) 747-1641
Federal I.D. # 36-4802869		Seller Certificate #: or Sales Tax #:	
Email Address: Please Print Hollie@NorwichPartners.com		Website:	

If business is NEW or under new ownership, indicate starting date: New Hotel. Opening April 2018

Requested inspection date: _____ Business hours: Hotel 24X7

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 178
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #	Name of Business	Physical Location	City / Town

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

Name in Full (Print Clearly)	DOB	Place of Birth
David Leatherwood	11/28/1961	Pensacola, FL
Jeffrey Lidinsky	5/21/1978	Woodstock, IL
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
David Leatherwood-Norwich, VT and Sanibel, FL		
Jeffrey Lidinsky-Avon, IN and Chantilly, VA		

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

Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____ (use additional sheet(s) if necessary)

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

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

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

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

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
 YES NO Applied for: Will Apply for Food Service License and Permit

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.3 miles

Which of the above is nearest? Saint Peter Parish

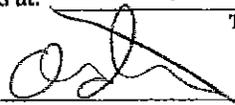
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: Bank of New Hampshire construction loan

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

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

Dated at: Sanibel, FL on January 16, 2018
Town/City, State Date


 Signature of Applicant or Corporate Officer(s)
David Leatherwood, Managing Member
 Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

 Print Name

FEE SCHEDULE

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

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



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

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

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

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

Please clearly complete this form in its entirety.

- Exact legal name: Portland Norwich Group LLC
- Doing Business As, if any: AC Hotel Portland
- Date of filing with Secretary of State: 1/20/2015 State in which you are formed: Delaware
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
11/16/2015
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
David Leatherwood	500 Sawgrass Place Sanibel, FL 33957	11/28/ 1961	Managing Member	100
	1224 Route 5 North Norwich, VT 05055			

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

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

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

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



January 16, 2018

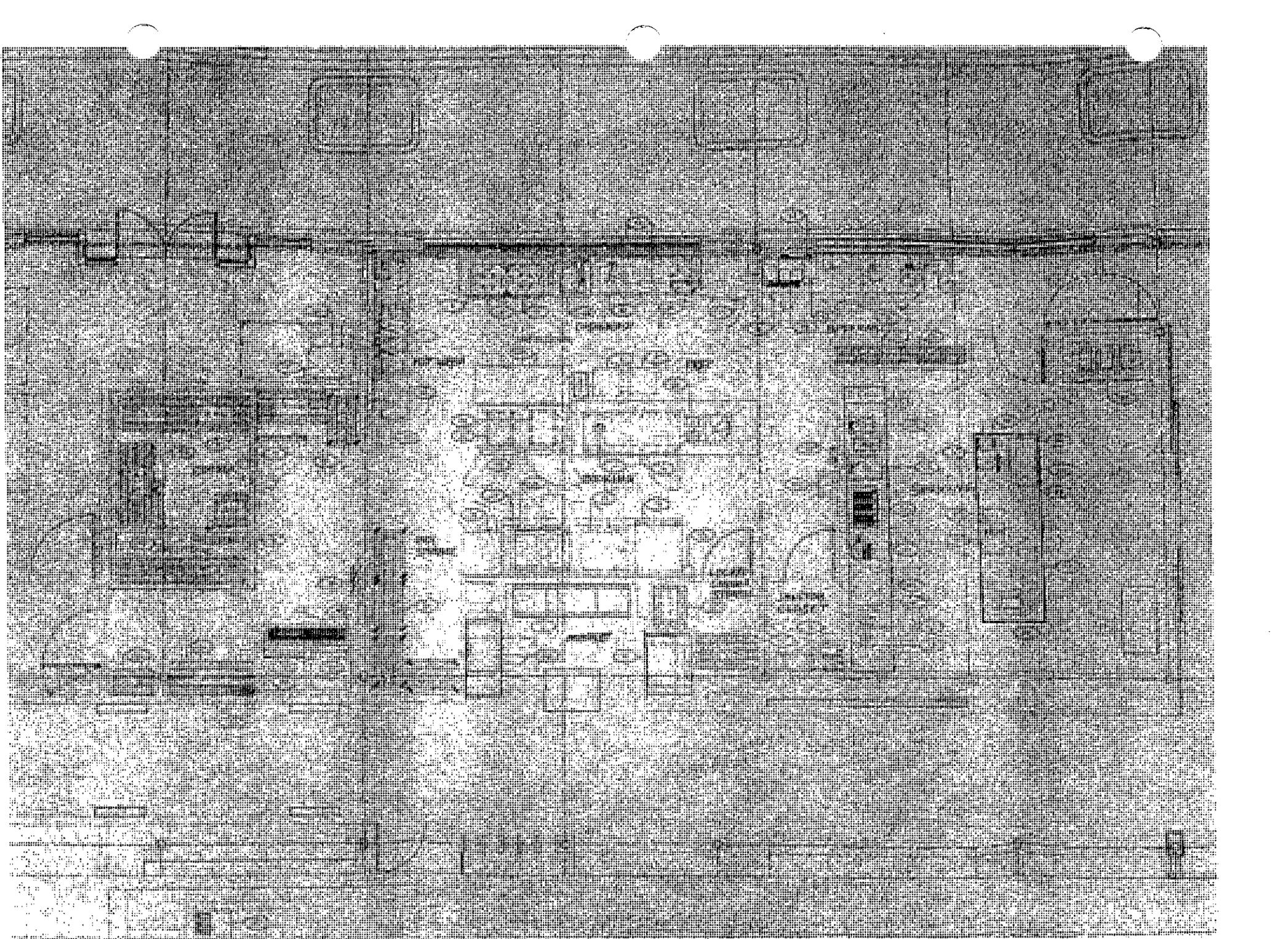
Signature of Duly Authorized Person Date

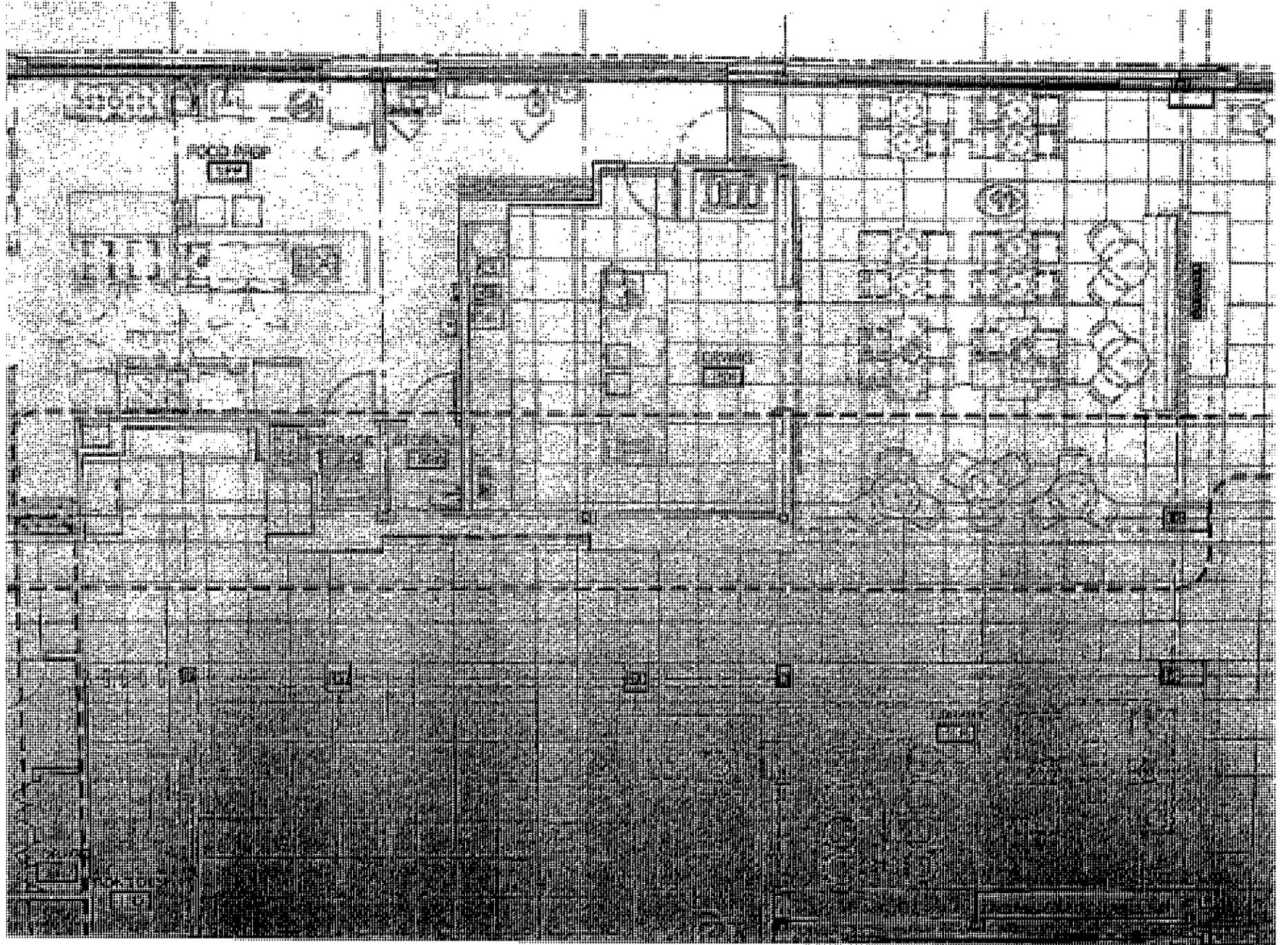
David Leatherwood, Managing Member

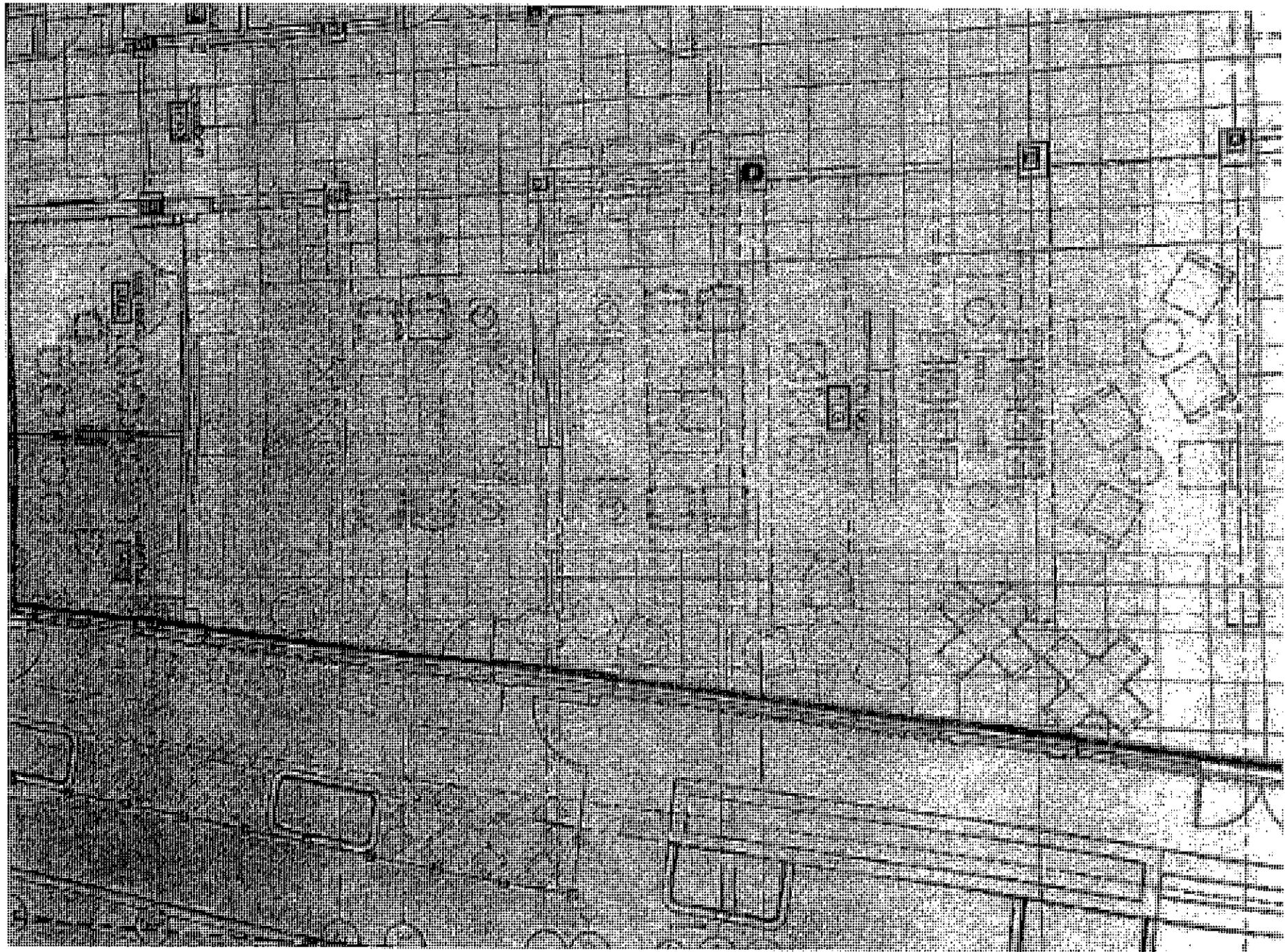
Print Name of Duly Authorized Person

Submit Completed Forms to:

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

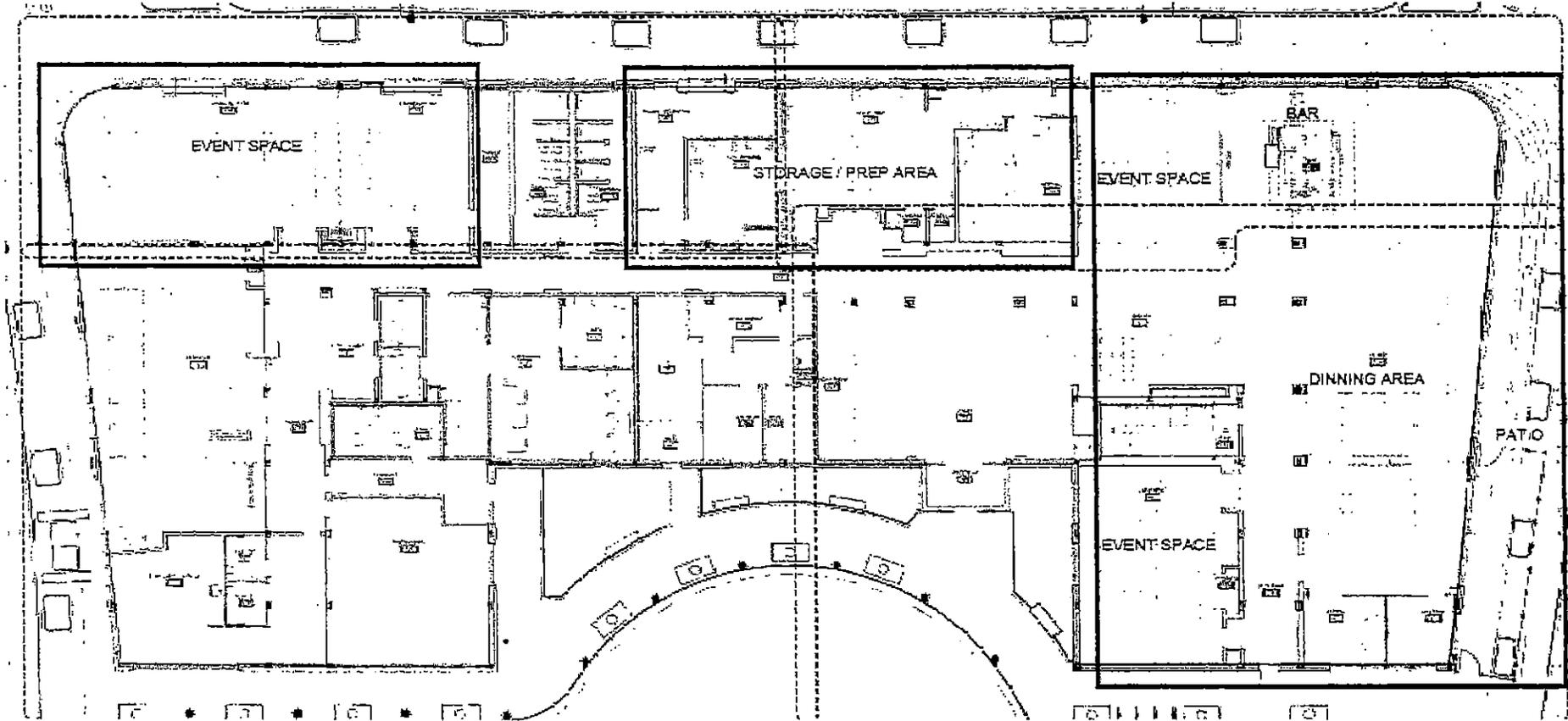






Hollie Conway

From: Lidinsky, Jeff (F) <Jeff.Lidinsky@marriott.com>
Sent: Tuesday, January 16, 2018 12:00 PM
To: Hollie Conway
Subject: AC Portland Diagram For Liquor Licence



EXAMPLE
A.C. HOTEL MENU

SNACKS

- Cilantro Lime Pistachios & Pappas 5
Jalapeños | House Spice Blend
- Chili & Citrus Marinated Olives 4
Citrus EVOO | Red Chili Peppers
- Parmesan & Sea Salt Kale Chips 4
EVOO | Red Pepper Flakes
- Crispy Sea Salt Potatoes 6
Smoked Paprika | EVOO | Roasted
Garlic Aioli

CHEESE & MEAT

- Charcuterie Plate 15
Gourmet Cured Meats | Assorted Cheeses
- Cheese Plate 10
Manchego | Brie | Quince Paste | Fig Jam

OUR SIGNATURE GRILLED TOASTS

- Our Version of Classic Flat Bread
- Eggplant Toast 8
Ricotta Cheese | Shaved Parmesan
- Roasted Tomatoes Toast 8
EVOO | Shaved Parmesan
- La Quercia Prosciutto Toast 9
White Beans | Thyme | Baby Arugula

SALADS

- Antipasto Salad 10
Cured Meats | Fresh Mozzarella | Shaved Parmesan
Artichokes | Baby Arugula | Romaine | Citrus EVOO
- Grilled Salmon Salad 14
Hard Boiled Eggs | French Green Beans
Baby Arugula | Romaine | Signature Dressing
- Signature Caesar Salad 10
Hearts of Romaine | Herbed Parmesan Crust
Caesar Dressing | Heirloom Tomatoes
Stech - 5 Chicken - 5 Salmon - 8

HOT PLATES

- Artisanal Burger 15
Steak Burger | Brioche | Pork Belly | Brie | Bacon Jam
Truffle Oil | Tater Tots
- Herb Roasted Chicken 17
Spinach | Kale | Tomato & Garlic Confit Potatoes
Crisp
- Artisanal Salmon 18
Quinoa Tabbouleh | Seasonal Vegetables | Micro Bread
- Grilled Tenderloin 21
Roasted Potatoes | Root Vegetables | Compound Butter

LOCAL FLAVORS

- Legal-Sea Foods™ Clam Chowder cup 8 / bowl 10
Award-winning Recipe | Cape Cod Clams | Cream | Herbs
- New England Lobster Roll 20
Freshly Cooked Lobster | House Special Ingredients
Frische Roll
- Panko Crusted Crab Cakes 13
House Made Tartar Sauce

COCKTAILS

- The Signature Gintonic 10
Hendrick's Gin | Fever Tree Mediterranean Tonic
- ACGT 10
AC Small Batch Tonic | Bombay Sapphire East Gin
- Twisted Paloma 11
Patron | Mezcal | Agave Nectar | Fresh Lime Juice
Grapefruit Soda
- Oloroso Old Fashioned 12
Maker's Mark Bourbon | Oloroso Sherry
Demerara Syrup | Bitters
- Tex Party 12
Bombay Sapphire East Gin | Earl Grey Iced Tea
Fresh Lemon | Lavender Syrup
- AC Scofflaw 11
Bulleit Eye Whiskey | Dry Vermouth | Fresh Lime Juice
Bitters | Grenadine
- Fior De Calalan 11
Bully Boy Boston Rum | Amontillado Sherry | Fresh
Lemon Juice | Apricot Syrup | Luau Liqueur | Bitters

CLASSIC BEER

- Michelob Ultra | Bud Light | PBR 5
- Sam Adams Rebel IPA 6
- Siella Artois 6
- Modelo Especial 6
- Estrella Damn 6

LOCAL BEER

- Bent Water Pearl American Wheat Ale 5
- Bent Water Vikings American Pale Ale 5
- Bent Water Thunder Funk IPA 5
- Clown Shoes, Whammy Bar IPA 6

WHITE WINE 6oz./9oz

- ASK US TO TAKE YOU ON A WINE TOUR OF SPAIN AND USA
- Albariño, Pazo & Lola, Rias Baixas, Spain 8/12
Dusty Peach & Apple Aromas, Stony Mineral Scents
- Sauvignon Blanc, St. Supéry, Napa Valley 9/13
Expressive Aromas of Grapefruit, Citrus and Citrus
- Malvasia/Vino/Blanco Blend, Rioja, Spain 9/13
Aromas of Citrus, Green Apple, Peach & Tropical Fruit
- Chardonnay, 3055, Jean Leon, Spain 9/13
Fresh Wine Defined by Intense Notes of Tropical Fruit

RED WINE 6oz./9oz

- ASK US TO TAKE YOU ON A WINE TOUR OF SPAIN AND USA
- Molto "Gung Ho" Red Blend California 8/12
Fruity and Floral Aromas, Hints of Jasmine Tea & Spice
- Piñon Noir, Acrobat, Oregon 9/13
Open Texture with a Touch of Guava & Pink Peaches
- Cabernet Sauvignon, Hess, California 9/13
Barrel Aged, Soft Tannins & Youthful Fruitiness
- Tempranillo, Ramon Bilbao, Rioja, Spain 9/13
Complex Aromas of Ripe Blueberries and Exotic Woods

SPARKLING WINE

- Cava, Segura Viudas, Brut, Spain 9
- Vibrant and Crisp with a Hint of Fresh Flowers

SHERRY / JEREZ / XERES

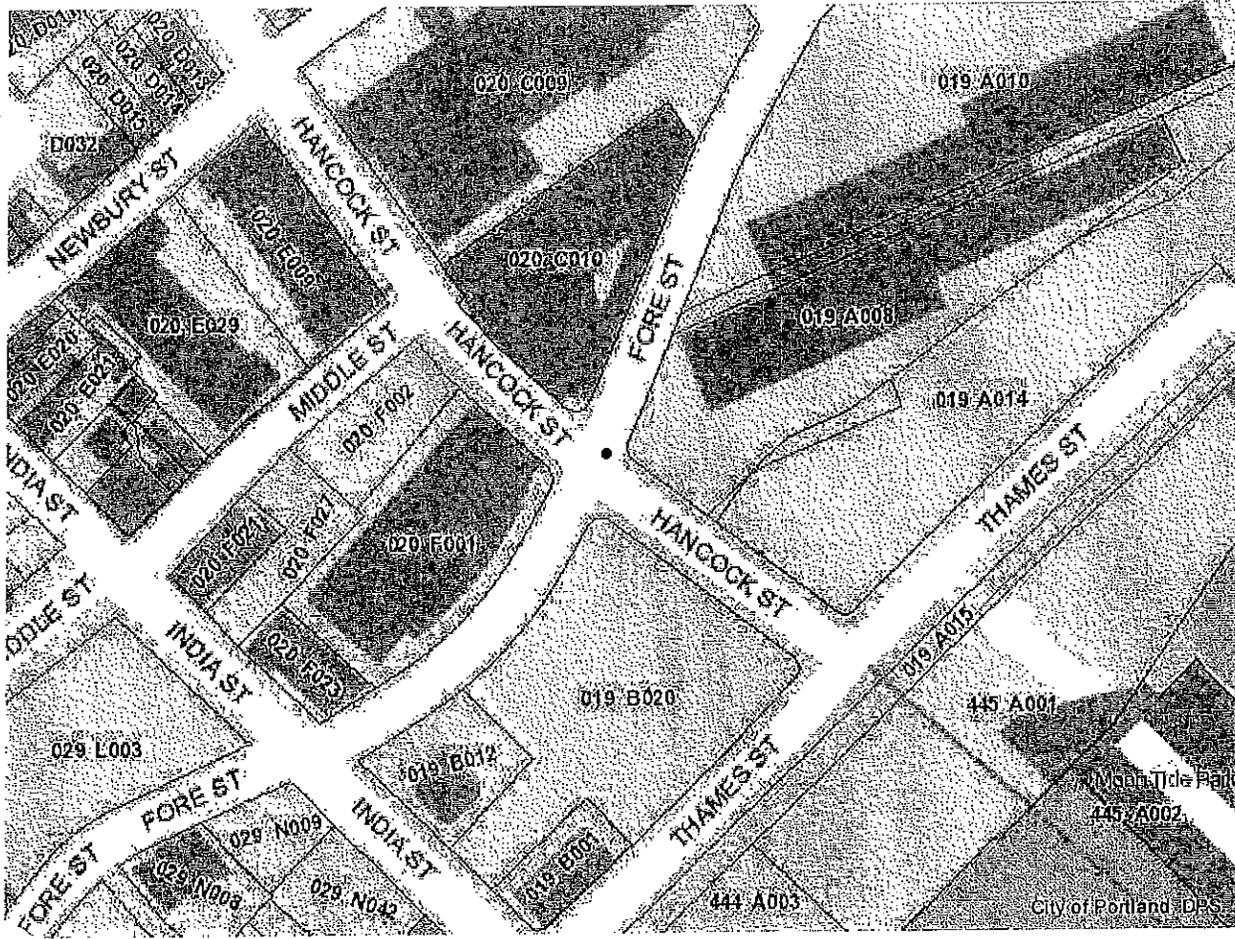
- Palomino Fito, Tio Pepe 7
Pale Gold in Color, Fresh & Fragrant
- Don Nuno Oloroso, Lustau 7
Amber Gold Color, Flavors of Rich Bitter Chocolate



AC Hotel Boston Cambridge | Tel: 617.876.6180 | 10 Acorn Park Drive, Cambridge, MA 02140
 When placing your order, please inform your server of any person in your party that is food allergy. Cancellations for our London cooked meats,
 fish, lobster, or eggs may increase your risk of food-borne illnesses. Menu prices do not include state and local taxes. Rev 6-14-17

AC Hotel Boston Cambridge | Tel: 617.876.6180 | 10 Acorn Park Drive, Cambridge, MA 02140
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 fish, lobster, or eggs may increase your risk of food-borne illnesses. Menu prices do not include state and local taxes. Rev 6-14-17







Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: AC Hotel Portland

Mon, Feb 26, 2018 at 5:29 PM

Kevin Cashman <kevindc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Keri Ouellette <kouellette@portlandmaine.gov>

PD has no objections.

Kevin C.

On Mon, Feb 26, 2018 at 1:48 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for AC Hotel Portland, 158 Fore Street for a Class IA 40+ rooms. They also are having outdoor dining on Private property. This will go before council on 3/19. They anticipate opening beginning to middle of May.

Owner is
Portland Norwich Group LLCContact is
Jeff Lidinsky
207-747-1640
jeff.lidinsky@pyramidhotelgroup.com

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS STREET
ROOM 307
PORTLAND, ME 04101

Transaction Response #: MIQ99D512591

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-02-26) :

Inquiries Name(s) DAVID LEATHERWOOD (1961-11-28)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

February 27, 2018

Portland Norwich Group LLC
158 Fore Street
Portland ME 04101

Re: Portland Norwich Group LLC dba AC Hotel Portland. Application for a Class I-A Hotel 41+ rooms with Outdoor Dining on Private Property at 158 Fore Street.

Dear Jeff Lidinsky,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday March 19, 2018 at 5:30 p.m.**, for the review of application for a Class I-A Hotel 41+ rooms with Outdoor Dining on Private Property at 158 Fore Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

**Notice of Public Hearing
City of Portland**

A Public Hearing will be held on March 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Portland Norwich Group LLC dba AC Hotel Portland. Application for a Class I-A Hotel 41+ rooms with Outdoor Dining on Private Property at 158 Fore Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Resolved 8-17-18
Tab 6 3-19-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

RESOLUTION ADOPTING THE FY 2018-2019 HOUSING AND COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN INCLUDING APPROPRIATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, HOME PROGRAM, AND EMERGENCY SOLUTIONS GRANT PROGRAM AND CERTIFICATIONS PERTAINING THERETO

WHEREAS, the City of Portland, Maine has determined that there are pressing community and neighborhood needs for further federal assistance for housing and community development activities; and

WHEREAS, annual activities for the Consolidated Housing and Community Development Annual Action Plan have been recommended; and

WHEREAS, the City of Portland is anticipating an allocation from the United States Department of Housing and Urban Development (HUD) of \$1,745,465 of Community Development Block Grant ("CDBG") Entitlement Funds, for the program year 2018-2019 under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended from time to time; and the City has also received Community Development funds in the amount of \$75,000 in Housing Program income, along with \$20,000 in Cotton Street Proceeds, which is subject to the same regulations as the entitlement funds; and \$120,000 in TIF funds; a HOME Program Grant allocation of \$824,856, HOME Program income of \$120,000, HOME Recaptured Funds of \$31,247; Lead Safe Housing Program Income of \$170,866; local Housing Trust Funds of \$913,502; and \$161,280 of Emergency Shelter Grant funds; and

WHEREAS, the City Council of the City of Portland, Maine, desires to utilize these funds to support housing and community development activities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Portland, Maine, hereby adopts the FY 2018-2019 Consolidated Housing and Community Development Annual Action Plan; and the sums of \$1,912,351 for the Community Development Block Grant Program, plus \$209,096 in CDBG Housing Program funding; \$976,103 for the HOME Program, \$170,866 in Lead Safe Housing Program Income, \$913,502 in local Housing Trust Funds and \$161,280 for the Emergency Shelter Grant Program are hereby appropriated for the purposes approved in the attached Plan and budgets as recommended by the City Manager; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine, possesses legal authority to apply for the above referenced Community Development Block Grant Program Funds, HOME Program funds and Emergency Shelter Grant Program funds for the Program Year 2018-2019; and

BE IT FURTHER RESOLVED, that the City Manager or his designee be authorized to:

- 1) Apply for, accept and expend the Community Development Block Grant Entitlement Funds of \$1,745,465 and to expend \$75,000 in CDBG housing program income funds, \$120,000 in TIF, and \$20,000 in Cotton Street proceeds; \$824,856 of HOME Program funds and to expend \$120,000 of program income and \$31,247 of recaptured funds for a total of \$976,103; \$170,866 in Lead Safe Housing program income; \$913,502 in local Housing Trust Funds; and \$161,280 of Emergency Shelter Grant funds; and
- 2) Officially represent the City of Portland, Maine, in connection with the application, including the execution of contracts on behalf of the City; and
- 3) Act as the certifying officer for HUD environmental documents related to these grants and to execute said documents and any other related documents necessary or convenient to carry out the intent of said grants; and
- 4) Make adjustments to all proposed activities' budgets to be proportionately increased or decreased from the estimated funding levels to match actual allocation amounts; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine certifies that it will comply with all of the attached assurances and provide such additional information as may be required by the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, that the foregoing FY 2018-2019 Housing and Community Development Annual Action Plan funds are hereby appropriated pursuant to the Budget attached hereto.

CDBG Recommendations 2018-2019

Administration and Planning

Type	Priority	Organization	Program/ Project	Request	Priority Impact/ Goal 33 pts	Guiding Principles 30 pts	Capacity to Deliver 25 pts	Partner/ Collaborator 12 pts	Total	Committee Recommendation	City Manager Recommendation	Council Allocation	
1	AP	All	Planning & Urban Dev Dept.	CDBG Admin and Planning	\$364,093					\$364,093	\$364,093		
				<i>Total Admin & Planning Available</i>	\$364,093					<i>Subtotal:</i>	\$364,093	\$364,093	\$0

Development, Economic Development and Construction

Type	Priority	Organization	Program/ Project	Request	33 pts	30 pts	25 pts	12 pts	Total	Committee Recommendation	City Manager Recommendation	Council Allocation
2	SET	NI	COP Public Works	Preble Street Corridor Sidewalk Project	\$398,800	26.44	25.89	19.67	8.00	80.00	\$398,800	\$298,800
7	ED	EO	COP Economic Development Department	Business Assistance Program for Job Creation	\$145,000	30.44	25.89	21.56	10.67	88.56	\$145,000	\$145,000
6	ED	EO	Coastal Enterprises, Inc.	Portland Microenterprise Assistance	\$48,000	29.44	25.44	22.44	10.22	87.56	\$48,000	\$48,000
5	CON	NI	Portland Housing Authority	Front Street Re-Development Phase 1	\$250,000	31.00	25.33	19.67	8.22	84.22	\$250,000	\$250,000
3	SET	NI	COP Parks, Recreation and Facilities Department	North Woods Adventure Playground at Dougherty Field	\$137,000	26.78	27.44	21.56	8.33	84.11	\$37,618	\$137,000
4	CON	NI	Port Resources	Four Hot Water Heater Replacements	\$12,504	26.56	26.56	20.78	8.00	81.89		\$12,504
				<i>Total Development, Econ Dev. & Construction Requests</i>	\$991,304					<i>Subtotal:</i>	\$879,418	
				<i>Total HUD Allocated Development Funds Available</i>	\$789,418					<i>Subtotal:</i>		\$879,418
				<i>Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)</i>	\$879,418					<i>Subtotal:</i>		\$891,304
												\$0

Social Service

Type	Priority	Organization	Program/ Project	Request	Priority	Guiding	Capacity	Partner/	Total	Committee	City Manager	Council	
					Impact/ Goal	Principles	to Deliver	Collaborat ion					33pts
8	SS	NI	Police Department	Community Policing	\$150,000						\$150,000	\$150,000	
30	SS	ANGHP	Wayside Food Programs	Direct Service Program	\$34,000	31.00	27.33	22.00	11.22	91.56	\$34,000	\$34,000	
28	SS	ANGHP	Preble Street	Joe Kreisler Teen Shelter	\$26,140	31.11	27.44	22.33	10.67	91.56	\$26,140	\$26,140	
11	SS	EO	Catherine Morrill Day Nursery	Portland CDBG Childcare Voucher Collaborative	\$81,176	31.00	26.56	22.00	10.89	90.44	\$81,176	\$60,000	
15	SS	ANGHP	COP- Health & Human Services	After Hours Emergency Assistance Program	\$51,383	31.33	27.33	21.44	10.11	90.22	\$51,383	\$0	
18	SS	ANGHP	COP- Public Health Division	Mobile Medical Outreach Project	\$50,000	31.22	26.00	21.67	11.00	89.89	\$50,000	\$34,280	
26	SS	ANGHP	Preble Street	Food Programs	\$43,568	31.22	26.67	21.89	10.11	89.89	\$43,568	\$43,568	
10	SS	ANGHP	Amistad & Portland Downtown	Peer Outreach Worker (POW) Program	\$80,000	30.89	26.00	21.33	11.44	89.67	\$80,000	\$50,000	
12	SS	EO	Catholic Charities & ILAP	Immigrant Legal Services	\$91,542	27.44	27.78	23.00	11.22	89.44	\$90,687	\$50,000	
25	SS	ANGHP	Preble Street	Florence House Women's Shelter	\$26,140	31.56	25.33	21.67	10.56	89.11		\$20,000	
31	SS	EO	YMCA of Southern Maine	New American Welcome Center	\$48,151	30.33	26.33	20.33	11.33	88.33			
21	SS	ANGHP	Milestone	HOME Team	\$150,000	30.44	25.78	20.78	11.00	88.00		\$100,000	
20	SS	EO	LearningWorks	English Language & Literacy Program	\$45,000	29.67	26.11	22.11	10.00	87.89			
27	SS	ANGHP	Preble Street	Resource Center	\$39,211	30.22	25.33	21.33	10.33	87.22			
19	SS	ANGHP	Greater Portland Health	Medication Assisted Recovery Program (MARP)	\$150,000	30.78	25.89	20.11	9.89	86.67			
22	SS	ANGHP	Milestone	Emergency Shelter & Housing Navigator	\$75,000	30.56	24.56	21.33	10.00	86.44			
24	SS	EO	Portland Adult Education	New Mainers Resource Center Credential Eval. & Mentor.	\$83,688	29.33	24.22	21.00	10.33	84.89			
16	SS	ANGHP	COP- Health & Human Services	Long Term Stayers Comm. Integration & Landlord Outreach	\$58,966	29.67	24.33	19.78	10.56	84.33		\$58,966	
29	SS	NI	Southern ME Agency on Aging	City of Portland Dementia Response Intervention	\$68,555	25.56	24.33	20.11	10.89	80.89			
14	SS	EO	COP- Health & Human Services	Portland Opportunity Crew	\$99,063	28.56	22.89	18.44	6.56	76.44			
23	SS	ANGHP	Pihcintu	M.A.K.E. ME Better	\$20,000	23.11	23.22	19.67	9.33	75.33			
17	SS	NI	COP- Planning and Urban Dev.	Transit Pass Fare Gap Program	\$10,000	26.89	22.22	13.78	3.00	65.89			
13	SS	EO	Congolese Community of ME	Basic English to Open Job Market	\$25,000	26.44	20.11	12.89	3.89	63.33			
9	SS	EO	African Women and Dev.	Sewing Machine	\$36,000	23.44	20.00	13.33	5.78	62.56			

Total Social Services Requests	\$1,542,583			\$0
Total HUD Allocated Social Service Funds Available	\$606,954	<i>Subtotal:</i>	\$606,954	
<i>Total Funds Available to City Manager and Council (HUD Funds + Cotton Street Lot Proceeds)</i>	\$626,954	<i>Subtotal:</i>	\$626,954	\$0
 <i>ALL CDBG REQUESTS TOTAL</i>	 \$2,897,980	 <i>Allocation Total:</i>	 \$1,850,465	 \$1,882,351
				\$0

**MAYOR STRIMLING'S AMENDMENT 1
TO RESOLVE 8-17/18
RE: FUNDING TO LONGTERM STAYERS REDISTRIBUTED TO FULLY FUND
PREBLE STREET, FLORENCE HOUSE AND ADD TO MILESTONE'S FUNDING**

**RESOLUTION ADOPTING THE FY 2018-2019 HOUSING AND COMMUNITY
DEVELOPMENT ANNUAL ACTION PLAN INCLUDING APPROPRIATIONS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, HOME PROGRAM,
AND EMERGENCY SOLUTIONS GRANT PROGRAM AND CERTIFICATIONS
PERTAINING THERETO**

WHEREAS, the City of Portland, Maine has determined that there are pressing community and neighborhood needs for further federal assistance for housing and community development activities; and

WHEREAS, annual activities for the Consolidated Housing and Community Development Annual Action Plan have been recommended; and

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the purposes approved in the attached Plan and budgets ~~as recommended by the City Manager with~~ as provided in the attached Exhibit A; and

BE IT FURTHER RESOLVED, that the City of Portland, Maine, possesses legal authority to apply for the above referenced Community Development Block Grant Program Funds, HOME Program funds and Emergency Shelter Grant Program funds for the Program Year 2018-2019; and

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Mayor Ethan Strimling, Amendment #1, See page 2



CDBG Recommendations 2018-2019

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4	CON	NI	Port Resources	Four Hot Water Heater Replacements	\$12,504	26.56	26.56	20.78	8.00	81.89		\$12,504	
				<i>Total Development, Econ Dev. & Construction Requests</i>	\$991,304				<i>Subtotal:</i>	\$879,418			
				<i>Total HUD Allocated Development Funds Available</i>	\$789,418				<i>Subtotal:</i>		\$891,304	\$0	
				<i>Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)</i>	\$879,418				<i>Subtotal:</i>			\$0	

Social Service

Type	Priority	Organization	Program/ Project	Request	Priority Impact/ Goal 33pts	Guiding Principles 30 pts	Capacity to Deliver 25 pts	Partner/ Collaborat ion 12pts	Total	Committee Recommendation	City Manager Recommendation	Council Allocation
8	SS	NI	Police Department	Community Policing	\$150,000					\$150,000	\$150,000	
30	SS	ANGHP	Wayside Food Programs	Direct Service Program	\$34,000	31.00	27.33	22.00	11.22	91.56	\$34,000	\$34,000
28	SS	ANGHP	Preble Street	Joe Kreisler Teen Shelter	\$26,140	31.11	27.44	22.33	10.67	91.56	\$26,140	\$26,140
11	SS	EO	Catherine Morrill Day Nursery	Portland CDBG Childcare Voucher Collaborative	\$81,176	31.00	26.56	22.00	10.89	90.44	\$81,176	\$60,000
15	SS	ANGHP	COP- Health & Human Services	After Hours Emergency Assistance Program	\$51,383	31.33	27.33	21.44	10.11	90.22	\$51,383	\$0
18	SS	ANGHP	COP- Public Health Division	Mobile Medical Outreach Project	\$50,000	31.22	26.00	21.67	11.00	89.89	\$50,000	\$34,280
26	SS	ANGHP	Preble Street	Food Programs	\$43,568	31.22	26.67	21.89	10.11	89.89	\$43,568	\$43,568
10	SS	ANGHP	Amistad & Portland Downtown	Peer Outreach Worker (POW) Program	\$80,000	30.89	26.00	21.33	11.44	89.67	\$80,000	\$50,000
12	SS	EO	Catholic Charities & ILAP	Immigrant Legal Services	\$91,542	27.44	27.78	23.00	11.22	89.44	\$90,687	\$50,000
25	SS	ANGHP	Preble Street	Florence House Women's Shelter	\$26,140	31.56	25.33	21.67	10.56	89.11		\$20,000
31	SS	EO	YMCA of Southern Maine	New American Welcome Center	\$48,151	30.33	26.33	20.33	11.33	88.33		
21	SS	ANGHP	Milestone	HOME Team	\$150,000	30.44	25.78	20.78	11.00	88.00		\$80,000
20	SS	EO	LearningWorks	English Language & Literacy Program	\$45,000	29.67	26.11	22.11	10.00	87.89		
27	SS	ANGHP	Preble Street	Resource Center	\$39,211	30.22	25.33	21.33	10.33	87.22		
19	SS	ANGHP	Greater Portland Health	Medication Assisted Recovery Program (MARF)	\$150,000	30.78	25.89	20.11	9.89	86.67		
22	SS	ANGHP	Milestone	Emergency Shelter & Housing Navigator	\$75,000	30.56	24.56	21.33	10.00	86.44		
24	SS	EO	Portland Adult Education	New Mainers Resource Center Credential Eval. & Mentor.	\$83,688	29.33	24.22	21.00	10.33	84.89		
16	SS	ANGHP	COP- Health & Human Services	Long Term Stayers Comm. Integration & Landlord Outreach	\$58,966	29.67	24.33	19.78	10.56	84.33		\$58,966
29	SS	NI	Southern ME Agency on Aging	City of Portland Dementia Response Intervention	\$68,555	25.56	24.33	20.11	10.89	80.89		
14	SS	EO	COP- Health & Human Services	Portland Opportunity Crew	\$99,063	28.56	22.89	18.44	6.56	76.44		
23	SS	ANGHP	Pihcintu	M.A.K.E. ME Better	\$20,000	23.11	23.22	19.67	9.33	75.33		
17	SS	NI	COP- Planning and Urban Dev.	Transit Pass Fare Gap Program	\$10,000	26.89	22.22	13.78	3.00	65.89		
13	SS	EO	Congolese Community of ME	Basic English to Open Job Market	\$25,000	26.44	20.11	12.89	3.89	63.33		
9	SS	EO	African Women and Dev.	Sewing Machine	\$36,000	23.44	20.00	13.33	5.78	62.56		

Major

26,140
113,615
39,211

0.

Total Social Services Requests	\$1,542,583			\$0
Total HUD Allocated Social Service Funds Available	\$606,954	Subtotal:	\$606,954	
Total Funds Available to City Manager and Council (HUD Funds + Cotton Street Lot Proceeds)	\$626,954	Subtotal:	\$626,954	\$0
ALL CDBG REQUESTS TOTAL	\$2,897,980	Allocation Total:	\$1,243,511	\$1,882,351
				\$0



Memorandum

Planning and Urban Development Department
Housing and Community Development Program

To: Mayor Strimling and the Portland City Council
Cc: Jeff Levine, Planning and Urban Development Director
Mary Davis, Housing and Community Development Director
From: Kristin Styles, HCD Program Manager
Date: March 2, 2018
Re: HUD's Consolidated Annual Action Plan 2018-2019

The Consolidated Annual Action Plan includes budgets for the Community Development Block Grant, HOME Program and the Emergency Solutions Grant. The total amount of funding the City of Portland is expected to allocate for the Consolidated Annual Action Plan is \$4,343,198, which includes allocations from the Department of Housing and Urban Development, program income, and our local funding sources, detailed below:

- | | | |
|---------|--------------|---|
| 1. CDBG | \$ 1,745,465 | Expected HUD Allocation 2018-2019 |
| | \$ 15,000 | CDBG Housing Program income for Administration |
| | \$ 0 | CDBG Program Income |
| | \$ 120,000 | TIF Funds for Development Activities (\$90,000) and Administration (\$30,000) |
| | \$ 20,000 | Cotton Street Proceeds for Social Service Activities |
| | \$ 11,886 | CDBG Reprogrammed Funds |
| | \$ 1,912,351 | Total Expected CDBG funds to Allocate for 2018-2019 |

CDBG Funds by Category for HUD Budget

\$ 364,093	Administration and Planning
\$ 606,954	Social Services
\$ 801,304	Development Activity
\$1,772,351	

Attachments: (1a) CDBG recommendation letter from the City Manager; (1b) Staff Memo to City Manager, (1c) Recommendation Letter from the CDBG Allocation Committee; and (1d) Spreadsheet summarizing the recommendations of the Allocation Committee and City Manager; (1e) Overview of Portland's CDBG program

- | | | |
|---------|------------|---|
| 2. HOME | \$ 824,856 | Expected HUD Allocation 2018-2019 |
| | \$ 120,000 | HOME Program Income 2017-2018 |
| | \$ 31,247 | HOME Recaptured Funds 2017-2018 |
| | \$ 976,103 | Total Expected HOME funds to Allocate for 2018-2019 |

Other Housing Funding

CDBG	\$ 209,096	CDBG Housing Program Income Funds
LEAD	\$ 170,866	Lead Safe Housing Program Income Funds
Trust	\$ 913,502	Local Housing Trust Funds
	\$1,293,464	

Attached you will find a Memo to the Mayor and City Council from Mary Davis explaining the Housing Budget (2 Housing Budget).

- | | | |
|-------------------------------|-----------|-----------------------------------|
| 3. Emergency Solutions Grant: | | |
| | \$161,280 | Expected HUD Allocation 2018-2019 |

Attached you will find the proposed Emergency Solutions Grant budget (3 ESG Budget).

Portland, Maine



Yes. Life's good here.

Executive Department
Jon P. Jennings, City Manager

February 28, 2018

Members of the Portland City Council:

I am pleased to submit to you my recommendations for the Community Development Block Grant (CDBG) Program for the fiscal year beginning July 1, 2018 to June 30, 2019.

I would like to commend the CDBG Allocation Committee on their hard work and dedication to the City's Community Development Program. I have reviewed the Allocation Committee's recommendations and I acknowledge the difficult scoring decisions that were made by the Committee. This year, I reviewed all of the applications, carefully considered the Allocation Committee's recommendations, and met with various city departments before forming my recommendations [*City Manager's Recommendations A1*]. As you will see from my recommendations, I tried to align my decisions with the Allocation Committee while still looking at the overall impact these programs have on the City.

1) *Social Services*. This year we had a wide array of competitive social service applications. As in past years, there are more deserving applicants than funds available. The City would need an additional million dollars to fund all of these programs. After reviewing the Allocation Committee's recommendations, I made some changes to insure that vital pieces of the city's social service safety net would not be missing. One of those pieces is the Milestone HOME team. The HOME team & Medical Outreach work with chronically homeless individuals who have mental health and substance use disorders. These individuals are frequent users of police, fire, and other emergency services. By providing this service, the HOME team and medical outreach save the city an estimated \$250,000 in emergency services while providing these individuals with quality care. Reaching partial funding for this program required some tough decisions. I had to reduce funding from three non-set-aside programs that are receiving the most funding. I understand that doing this will lower the number of individuals these three organizations will be able to serve, but not funding the HOME team could mean life or death for some of Portland's most vulnerable individuals.

Another vital piece of this safety net is providing follow up services to long term shelter stayers that have recently been placed in permanent housing. These follow up services are a critical component to the success of these individuals living independently. I met with the City's Social Services Department and found a way to fund the After Hours program out of the general budget and decrease the budget for the mobile outreach program by \$15,720. By doing this we are able to fully fund the Long Term Stayers Community Integration program and partially fund the Milestone HOME team.

Lastly, in 2017 the City Council allocated \$20,000 in proceeds from the sale of the Cotton Street Lot to be used for CDBG Social Service activities every year until the funds are exhausted. It is my recommendation that the City Council allocate the \$20,000 to the Florence House so that the women's shelter can operate at a sufficient level.

2) *Development Activities*. I was disappointed to see that there were only six development activity applications this year. These funds play a critical role in the physical infrastructure and the economic

development of our city. I hope more organizations take advantage of this funding opportunity in the future.

Prior to making my recommendations, staff determined that the North Woods Adventure Playground at Dougherty Field project should not have qualified for the public infrastructure set-aside. This left the playground project with only \$37,618 and the Hot Water Heater Replacement project by Port Resources remained unfunded. In order to fully fund both of these projects, I have decided to move \$100,000 from the Preble Street Corridor Project and add \$11,886 from the CDBG contingency fund. This means that the five highest scoring development projects will all be fully funded.

3) *Administration and Planning.* The Planning and Urban Development Department is required to submit a non-competitive application to the Allocation Committee. The Planning and Urban Development Department submitted a request of \$364,093 with the understanding that no more than the HUD imposed administration cap of 20% could be recommended for funding. These funds are used to both administer the program as well as fund long range planning work for the department. The staff have adjusted their budget to meet the FY18-19 cap; therefore I am recommending full funding to administer the program.

As of the date of this memo, HUD has not announced FY 18/19 allocation amounts for the CDBG, HOME and ESG Programs. The CDBG Program recommendations and the HOME and ESG Program budgets were created assuming that FY 18/19 allocations would remain at the same level as FY 17/18 allocations. We do not know when the FY 18/19 allocations will be announced. It is my recommendation that if the allocations decrease that activities under the CDBG, HOME and ESG Programs be proportionately decreased from the estimated funding levels to match the actual allocation amounts. In the event that the allocation is increased, I recommend that HOME and ESG Programs be proportionately increased to match budgeted allocation amounts. If the CDBG allocation increases, I recommend all partially funded projects be proportionately increased until fully funded.

I thank you for the opportunity to share my recommendations. As I have stated earlier, all of the programs requesting funds are worthy, unfortunately there is not enough funds to support all of their efforts. I hope you accept my recommendations and join me in commending all of the good work being done in our City.

Sincerely,



Jon P. Jennings
City Manager



Memorandum

Planning and Urban Development Department
Housing and Community Development Program

To: Jon P. Jennings, City Manager
Cc: Jeff Levine, Planning and Urban Development Director
Mary Davis, Housing and Community Development Director
From: Kristin Styles, HCD Program Manager
Date: March 5, 2018
Subject: 2018-2019 CDBG Allocations and Scoring Process

In past years, the CDBG budget submitted as part of the HCD Annual Action Plan matched the local CDBG budget presented on the allocation summary sheet. This year the budgets differ due to the replacement of program income with TIF funds and Cotton Street proceeds. Staff would like to take the opportunity to address how these changes impact the overall CDBG budget and cap calculations.

CDBG budget and cap calculations: Each year staff calculate the HUD mandated funding caps for the following CDBG funding categories; Planning and Admin, Development Activities, and Social Services. The budget for our local CDBG program is created once the HUD mandated funding caps have been determined. The CDBG budget combines the CDBG entitlement funds with program income, reprogrammed funds, and available local funds. These local resources are not included in the cap calculations nor are they required to be included in the HUD CDBG budget.

In past years, the CDBG program received program income from a parcel of land known as the Cotton Street garage. Following the HUD cap calculations, 20% of the program income went to Planning and Admin, 15% went to Social Services, and 65% went to Development Activities. In 2017 the City sold the Cotton Street parcel. In order to make up the loss of program income funds for each category, the City Council allocated \$120,000 of TIF revenue to be used for Planning and Administration (\$30,000) and for TIF-eligible public infrastructure projects (\$90,000). In addition, the City Council allocated \$20,000 from the Cotton Street proceeds to be used for social service activities.

The budget submitted to HUD in the HCD Annual Action Plan excludes local funding for the purposes of HUD mandated cap calculations. The TIF and Cotton Street funds are excluded from the HUD CDBG budget. The difference in the two budgets will be shown on the HUD's Consolidated Annual Action Plan 2018-2019 memo to the City Council.

Public Infrastructure Set-aside: After the CDBG Allocation Committee released their recommendations, staff realized that the North Woods Adventure Playground at Dougherty Field should not have qualified for the public infrastructure set-aside. By moving the playground project out of the public infrastructure set aside category, the Preble Street Corridor Sidewalk project received a recommended funding level of \$398,800 and the North Woods Adventure Playground project's recommended fund level dropped to \$37,618. Due to the timing of this discovery, the CDBG Allocation Committee recommendations do not address the partial funding for the playground project. Fortunately, your recommendations include moving \$100,000 from the Preble Street Corridor Sidewalk project and adding \$11,886 from the CDBG contingency fund to fully fund the North Woods Adventure Playground project along with fully funding the Port Resources Hot Water Heater Replacement project. The CDBG Allocation Committee was informed of the change and is in support of your recommendation to fully fund these two projects.

Portland, Maine



Yes. Life's good here.

Planning & Urban Development Department

February 13, 2018

Jon P. Jennings, City Manager
 City Hall
 389 Congress Street
 Portland, Maine 04101

Dear Mr. Jennings,

We are pleased to submit the CDBG Annual Allocation Committee's recommended budget allocations for Year 44 of the Community Development Block Grant (CDBG).

*On a national level, HUD has not released the 2018-2019 allocations, but we are hopeful that the funding will remain level with the previous year's funding.

CDBG ALLOCATION	*Year 44 FY 18-19
Planning and Administration Cap	\$364,093
Social Service Cap	\$606,954
Development Activities	\$879,418
TOTAL	\$1,850,465

As in past years, the need for CDBG funding continues to exceed the amount of funds available. The total funds requested are \$2,897,980 resulting in a gap of \$1,047,515 between CDBG funds available and project requests. As in prior years, we were faced with difficult choices in this year's recommendation process and struggled with which applications to recommend for funding. The Committee stayed focused on the scoring criteria and the information provided in each application in order to be fair to all applicants.

The following sections of this letter outline our funding recommendations. The first section explains the history and progress Portland's CDBG Program has undergone over the past several years. The second section provides a description of this year's process, how the applications were reviewed and scored, and finally our recommendations for funding.

HISTORY AND CURRENT STATUS OF THE CDBG PROGRAM

Over the last ten years, the CDBG program has undergone significant review. This review resulted in many changes to the allocation process. In 2008 the City Council established the CDBG Allocation Committee and a CDBG Priority Task Force. The Priority Task Force was asked to create a Ten Point Plan for improving the CDBG process. Over the next few years, a CDBG Working Group helped to implement the goals outlined in the Ten Point Plan. Additionally, the CDBG Working Group, CDBG Allocation Committee, and City Staff continued to review and update the CDBG process in order to continue the evolution of the CDBG Program. Some ideas, such as the creation of bonus points, grants for small businesses, set asides for basic needs, economic development, and childcare were introduced

and then later removed. Other ideas, such as aligning with the City's purchasing ordinance, minimum and maximum grant requests for City projects as well as non-profits, and set-asides for community policing and public infrastructure have been effective and therefore remain in place. Though the Priority Task Force and CDBG Working Group have completed their tasks and no longer meet, the CDBG Allocation Committee, along with City Staff are continually looking for ways to improve the reach and efficiency of the CDBG program. A full list of program changes along dates and council order references are available on the City's CDBG website.

THE PROCESS AND REVIEW

CDBG Applications were made available on October 2, 2017. The mandatory applicant's meeting was held on October 3, 2017 at 5:30pm in Room 24 of City Hall. All applications were due on Monday, November 13, 2017 by 2:00pm.

We received six (6) Development Activities applications and twenty-four (24) Social Service Applications, along with an Administration and Planning application, for a total of \$2,897,980 in funding requests through our annual request process. There was a total of \$991,304 in Development Activity requests with \$879,418 available, and \$1,542,583 in Social Service requests with \$606,954 available.

The Allocation Committee Review and Funding Methods

Our Committee first met for this funding year on December 4, 2017. The Committee met seven (7) times to discuss Administration and Planning, Development Activities, and Social Service applications.

The Committee read each application individually prior to the meeting. At the meeting, the Committee would discuss each proposal. If questions arose, staff documented the questions and forwarded them to the applicant to answer. The answers were then shared with the Committee.

Applications were organized by score from the highest to the lowest within each category. The City Council has directed the Committee to recommend full funding based on request for all applications; therefore each applicant was awarded full funding, until the funding was exhausted.

RECOMMENDATIONS

Administration and Planning Funding

The Committee reviews information regarding Administration and Planning, but does not score the application competitively. Administration funding is essential for operating the CDBG program and reporting to HUD. The Planning & Urban Development Department submitted a budget of \$396,093 with an understanding that the Committee can only recommend up to 20% of the entire CDBG budget be used for Administration and Planning. This year, we are anticipating the 20% cap to be 364,093.

Development Activities Funding

The Committee received six (6) Development Activities applications including construction and economic development, requesting a total of \$991,304 and only \$879,418 is available. The City Council's *85% Rule for Development Activities* is still in place, which specifies that a maximum of 85% of the Development Activity funding can go to fund City applicants, the remaining 15% must go to outside requests. In addition to the *85% rule* a public infrastructure set aside was introduced last year and remains in effect. The Public Infrastructure set aside is up to 60% of the City's maximum 85% request. The Committee's recommendations fall within these guidelines. The following table outlines the highest scoring applications, their requests and the recommended allocation from the Committee.

Organization	Program	Request	Points	Comm. Recomm.
COP Economic Development Department	Business Assistance Program for Job Creation	\$145,000	88.56	\$145,000
Coastal Enterprises, Inc.	Portland Microenterprise Assistance	\$48,000	87.56	\$48,000
Portland Housing Authority	Front Street Re-Development Phase 1	\$250,000	84.22	\$237,915
Public Infrastructure Set-Aside				
City of Portland Parks, Recreation and Facilities Department (Public Infrastructure Set-aside)	North Woods Adventure Playground at Dougherty Field	\$137,000	84.11	\$137,000
City of Portland Public Works (Public Infrastructure Set-aside)	Preble Street Corridor Sidewalk Project	\$398,800	80.00	\$311,503

This year the Committee was surprised to see the small number of development applications. Consequently, all but one of this year's pool of applicants was recommended. The committee would like to call attention to the Port Resources' Four Hot Water Heater Replacement application which requested \$12,504. The committee generally finds the low score for this application may have been negatively impacted by the small scale of the project and small number of clients being served. The CDBG Allocation Committee feels strongly that despite the application's score, they would still like the project funded from any of the other applications (aside from the City job creation project, and CEI's Microenterprise Assistance project).

Social Service Funding

The Committee received twenty (24) Social Service applications, including a \$150,000 request from Community Policing which will be funded through a set-aside. A total of \$1,542,583 in Social Service requests were received with only \$606,954 available. The City Council's *45% Rule for Social Services* is still in place, which specifies that a maximum of 45% of the Social Service funding can go to fund City applicants, the remaining 65% must go to outside requests. This rule did not affect the Committee's recommendations this year. The following table outlines the highest scoring applications, their requests and the recommend allocation from the Committee.

Organization	Program/ Project	Request	Points	Comm. Recomm.
Police Department	Community Policing	\$150,000	Set-aside	\$150,000
Wayside Food Programs	Direct Service Program	\$34,000	91.56	\$34,000
Preble Street	Joe Kreisler Teen Shelter	\$26,140	91.56	\$26,140
Catherine Morrill Day Nursery	Portland CDBG Childcare Voucher Collaborative	\$81,176	90.44	\$81,176
COP- Health & Human Services	After Hours Emergency Assistance Program	\$51,383	90.22	\$51,383
COP- Public Health Division	Mobile Medical Outreach Project	\$50,000	89.89	\$50,000
Preble Street	Food Programs	\$43,568	89.89	\$43,568
Amistad & Portland Downtown	Peer Outreach Worker (POW) Program	\$80,000	89.67	\$80,000
Catholic Charities & ILAP	Immigrant Legal Services	\$91,542	89.44	\$90,687

Due to the continued decrease in funding, as well as the high number of deserving applicants, the CDBG Allocation Committee found it challenging to prioritize which projects would have the greatest impact. The committee was very focused on understanding the level of need within each community group seeking services. Though many applications contained strong anecdotal evidence of immediate needs, the committee took a close look at specific data, underlying causes, trends, and demand for services.

In particular, the Committee was interested in organizations partnering to maximize the impact of their programs. The Committee observed that partnerships reduce duplicative services and provide a positive indicator to ensure a project's outcome. Also, the committee believes organizations working together are more likely to launch successful programs.

In addition, the Committee found that some of the scoring categories were open to interpretation. For example, the committee found the 'capacity to deliver' category challenging to assess, especially when considering the importance of leveraged funding, and determining an organization's need based on resources available. In April, the Committee hopes to discuss updating the scoring framework for next year's applications. Specifically, the Committee noticed the scoring system seemed to lean toward services such as food and shelter which service a population that is chronically in need, rather than

other types of services such as services for New Americans. The Committee acknowledges that any change to the scoring framework would require approval from the City Council.

With regard to the Partnership/Collaboration/Outreach scoring category, the Committee felt that the content of the proposed collaboration was important, versus applications in which organizations simply obtained a general pledge of support from another organization. For example, although a Memorandum of Agreement might be provided, it may not demonstrate a level of collaboration or partnership that the Committee would score as highly as an application that clearly demonstrates a strong partnership with specific benefits or skills to be provided from the supportive organization, particularly when the proposed initiative is a new one.

Overall, the committee believes the Social Service scores reflect a balanced approach to addressing the range of community needs reflected by the applications.

Lastly, the Committee is aware that the City Council can authorize an allocation of \$20,000 from the Cotton Street parking lot sales proceeds towards CDBG Social Service Activities. In its advisory capacity, the CDBG Allocation Committee recommends applying \$855 of that amount towards the Immigrant Legal Services project that was not fully funded, and allocating the remaining sum of \$19,145 to the Florence House Women's Shelter program.

Funding Caps

In past years, the funding caps were set at \$150,000 for social service applicants and \$250,000 for development activities. This year, the funding caps remain the same, with the exception of public infrastructure projects.

SUMMARY

All projects that requested funding would be beneficial to our City, however due to limited dollars, not all were recommended for funding through this program. This is a competitive process; each applicant competed against all other applicants. The projects that are not being recommended for funding scored lower in each of the evaluation categories, and therefore in total points. A spread sheet is attached which provides all scores for each application.

As always, the Committee will continue to look for ways to improve the efficiency, effectiveness and transparency of the program. We welcome comments, suggestions, and feedback both from the Council and the public.

We thank you for your commitment to this program and your patience through its transitions. We hope you are satisfied with the results.

We are especially grateful for our appointments to the Annual Allocation Committee, providing us with the opportunity to participate in this program, and offer our recommendations for your consideration. We look forward to seeing you on February 26th and hearing your response.

Sincerely,

The CDBG Annual Allocation Committee for Program Year 2018-2019

Lucinda Pyne, Chair
Melanie Cahill, Vice Chair
Maxwell Chikuta
Reverend Kenneth Lewis
D. Kelley Young
Amy Gallant
Shima Kabirigi
John Ochira
Matthew Purington

Attachments: CDBG Allocation Committee Funding Recommendations 2018-2019 (spreadsheet)

CDBG Recommendations 2018-2019

Administration and Planning

Type	Priority	Organization	Program/ Project	Request	Priority Impact/ Goal 33 pts	Guiding Principles 30 pts	Capacity to Deliver 25 pts	Partner/ Collabor 12 pts	Total	Committee Recommendation	City Manager Recommendation	Council Allocation	
1	AP	All	Planning & Urban Dev Dept.	CDBG Admin and Planning	\$364,093					\$364,093	\$364,093		
				<i>Total Admin & Planning Available</i>	\$364,093					<i>Subtotal:</i>	\$364,093	\$364,093	\$0

Development, Economic Development and Construction

Type	Priority	Organization	Program/ Project	Request	33 pts	30 pts	25 pts	12 pts	Total	Committee Recommendation	City Manager Recommendation	Council Allocation	
2	SET	NI	COP Public Works	Preble Street Corridor Sidewalk Project	\$398,800	26.44	25.89	19.67	8.00	80.00	\$398,800	\$298,800	
7	ED	EO	COP Economic Development Department	Business Assistance Program for Job Creation	\$145,000	30.44	25.89	21.56	10.67	88.56	\$145,000	\$145,000	
6	ED	EO	Coastal Enterprises, Inc.	Portland Microenterprise Assistance	\$48,000	29.44	25.44	22.44	10.22	87.56	\$48,000	\$48,000	
5	CON	NI	Portland Housing Authority	Front Street Re-Development Phase 1	\$250,000	31.00	25.33	19.67	8.22	84.22	\$250,000	\$250,000	
3	SET	NI	COP Parks, Recreation and Facilities Department	North Woods Adventure Playground at Dougherty Field	\$137,000	26.78	27.44	21.56	8.33	84.11	\$37,618	\$137,000	
4	CON	NI	Port Resources	Four Hot Water Heater Replacements	\$12,504	26.56	26.56	20.78	8.00	81.89		\$12,504	
				<i>Total Development, Econ Dev. & Construction Requests</i>	\$991,304								
				<i>Total HUD Allocated Development Funds Available</i>	\$789,418						<i>Subtotal:</i>	\$879,418	
				<i>Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)</i>	\$879,418						<i>Subtotal:</i>	\$891,304	\$0

Social Service

Type	Priority	Organization	Program/ Project	Request	Priority	Guiding	Capacity	Partner/	Total	Committee	City Manager	Council	
					Impact/ Goal	Principles	to Deliver	Collaborat ion					Recommendation
					33pts	30 pts	25 pts	12pts					
8	SS	NI	Police Department	Community Policing	\$150,000						\$150,000	\$150,000	
30	SS	ANGHP	Wayside Food Programs	Direct Service Program	\$34,000	31.00	27.33	22.00	11.22	91.56	\$34,000	\$34,000	
28	SS	ANGHP	Preble Street	Joe Kreisler Teen Shelter	\$26,140	31.11	27.44	22.33	10.67	91.56	\$26,140	\$26,140	
11	SS	EO	Catherine Morrill Day Nursery	Portland CDBG Childcare Voucher Collaborative	\$81,176	31.00	26.56	22.00	10.89	90.44	\$81,176	\$60,000	
15	SS	ANGHP	COP- Health & Human Services	After Hours Emergency Assistance Program	\$51,383	31.33	27.33	21.44	10.11	90.22	\$51,383	\$0	
18	SS	ANGHP	COP- Public Health Division	Mobile Medical Outreach Project	\$50,000	31.22	26.00	21.67	11.00	89.89	\$50,000	\$34,280	
26	SS	ANGHP	Preble Street	Food Programs	\$43,568	31.22	26.67	21.89	10.11	89.89	\$43,568	\$43,568	
10	SS	ANGHP	Amistad & Portland Downtown	Peer Outreach Worker (POW) Program	\$80,000	30.89	26.00	21.33	11.44	89.67	\$80,000	\$50,000	
12	SS	EO	Catholic Charities & ILAP	Immigrant Legal Services	\$91,542	27.44	27.78	23.00	11.22	89.44	\$90,687	\$50,000	
25	SS	ANGHP	Preble Street	Florence House Women's Shelter	\$26,140	31.56	25.33	21.67	10.56	89.11		\$20,000	
31	SS	EO	YMCA of Southern Maine	New American Welcome Center	\$48,151	30.33	26.33	20.33	11.33	88.33			
21	SS	ANGHP	Milestone	HOME Team	\$150,000	30.44	25.78	20.78	11.00	88.00		\$100,000	
20	SS	EO	LearningWorks	English Language & Literacy Program	\$45,000	29.67	26.11	22.11	10.00	87.89			
27	SS	ANGHP	Preble Street	Resource Center	\$39,211	30.22	25.33	21.33	10.33	87.22			
19	SS	ANGHP	Greater Portland Health	Medication Assisted Recovery Program (MARP)	\$150,000	30.78	25.89	20.11	9.89	86.67			
22	SS	ANGHP	Milestone	Emergency Shelter & Housing Navigator	\$75,000	30.56	24.56	21.33	10.00	86.44			
24	SS	EO	Portland Adult Education	New Mainers Resource Center Credential Eval. & Mentor.	\$83,688	29.33	24.22	21.00	10.33	84.89			
16	SS	ANGHP	COP- Health & Human Services	Long Term Stayers Comm. Integration & Landlord Outreach	\$58,966	29.67	24.33	19.78	10.56	84.33		\$58,966	
29	SS	NI	Southern ME Agency on Aging	City of Portland Dementia Response Intervention	\$68,555	25.56	24.33	20.11	10.89	80.89			
14	SS	EO	COP- Health & Human Services	Portland Opportunity Crew	\$99,063	28.56	22.89	18.44	6.56	76.44			
23	SS	ANGHP	Pihcintu	M.A.K.E. ME Better	\$20,000	23.11	23.22	19.67	9.33	75.33			
17	SS	NI	COP- Planning and Urban Dev.	Transit Pass Fare Gap Program	\$10,000	26.89	22.22	13.78	3.00	65.89			
13	SS	EO	Congolese Community of ME	Basic English to Open Job Market	\$25,000	26.44	20.11	12.89	3.89	63.33			
9	SS	EO	African Women and Dev.	Sewing Machine	\$36,000	23.44	20.00	13.33	5.78	62.56			
Total Social Services Requests					\$1,542,583								\$0
Total HUD Allocated Social Service Funds Available					\$606,954					Subtotal:	\$606,954		
Total Funds Available to City Manager and Council (HUD Funds + Cotton Street Lot Proceeds)					\$626,954					Subtotal:		\$626,954	\$0
ALL CDBG REQUESTS TOTAL					\$2,897,980					Allocation Total:	\$1,850,465	\$1,882,351	\$0

An Overview of Portland's Community Development Block Grant Program

The City of Portland, Maine is an Entitlement Community for the Community Development Block Grant (CDBG) from the federal Department of Housing and Urban Development.

The goal of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low and moderate income persons.

The program achieves this goal through the development of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

CDBG: Overview

- CDBG is important tools for helping local governments tackle serious challenges facing their communities.
- The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.
- HUD provides grants on a formula basis to 1,180 cities and counties throughout the country.
- Grantees carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, creating suitable living environments, providing decent housing, and improving community facilities and services.

CDBG: Goals or National Objectives

1. Benefit low and moderate income persons
2. Prevent or eliminate slum or blighted areas
3. Address an urgent or emergency community need

CDBG: Eligible Activities, including but not limited to:

- Planning and Administration
- Social Services
- Economic Development, Job creation
- Affordable Housing
- Public Infrastructure Improvements: Streets, Sidewalks, Parks, Gardens, Trees, Sewers, etc
- Public Facilities: Neighborhood centers, non-profit centers, and school building conversions for eligible purposes; Rehabilitation of residential and non-residential buildings, energy renovations; Historic Preservation

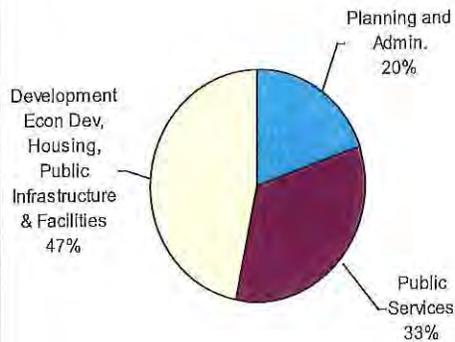
Funding Categories

20% Planning and Administration

33% Social Services

47% Development Activities:

- Economic Development
- Housing
- Public Infrastructure
- Public Facilities



Local Priorities

GOALS

- Neighborhood Investment and Infrastructure- *Create strong, safe, accessible and vibrant neighborhoods*- Invest in infrastructure to improve neighborhood assets and build strong, safe, accessible and vibrant neighborhoods. Improve accessibility through ADA compliance. Build sidewalks and trails to improve connectivity, increase the use of bicycles as a mode of transportation, and redevelop streetscapes to create shared streets for cars, bikes, and pedestrians that integrate with the fabric of the neighborhood. Support programs that increase safety in neighborhoods for residents and visitors.
- Housing Availability-*Increase housing availability and affordability*- Increase housing availability and affordability to all Portland residents regardless of income, race, ethnicity, and family size. Encourage housing development by removing barriers to traditional urban housing types while ensuring the inclusion of workforce housing in significant development projects.
- Economic Opportunity- *Create economic opportunities to transition people out of poverty*- Invest in Portland businesses to enable them to expand to create jobs. Invest in persons wanting to create microenterprises. Engage job seekers in a continuum of services to increase their professional capacity, financial stability, and ability to maintain employment. Focus on difficult to employ populations including homeless, new Americans and single parent head of households. Combine resources and build partnerships between public and private entities to provide opportunities to transition Portland residents out of poverty to sustainable employment and financial stability.
- Address the Needs of the Growing Homeless Population- *Prevent and reduce homelessness* - Prevent individuals and families from becoming homeless and entering into the shelter system. Rapidly rehouse those who enter the shelter system. Provide necessary resources to assist vulnerable population's transition out of homelessness, including housing opportunities for chronically homeless or long-term stayers at homeless shelters.

GUIDING PRINCIPLES

- **Consistent.** All projects and programs will be reviewed with respect to the Consolidated Plan and other HUD requirements; City goals, priority impact initiatives, etc.
- **Measurable Community Impact.** Programs and projects will be evaluated based on how well they create a significant and measurable community impact.
- **Location.** Programs and projects should focus on targeted locations within the eligible neighborhoods, for example: neighborhood commerce districts, proximity to new affordable housing development, and identified troubled areas in the neighborhood.
- **Diversity and Inclusiveness.** Programs and projects shall address diversity and be inclusive in order to engage differences and create a culture of belonging.
- **Priority to Lower Incomes.** Priority will be given to projects and programs that serve the lowest income persons.
- **Leveraged Funding.** CDBG cannot be the only source of funding for a program or project; leveraging other funds is essential.
- **Sustainability.** Programs and projects must demonstrate positive impacts on the environment, financially feasible, supportive to the community, and/or energy efficient in approach.

History of the CDBG Program and Priorities

Beginning in 2006 the CDBG program has undergone significant review. In 2006 the City Council created the Housing and Community Development (HCD) Task Force. This Task Force created Ten Recommendations, which were adopted by Council in October 2007. Recommendations included the creation of a Priority Task Force and an ongoing Annual Allocation Committee. The Priority Task Force conducted an in-depth community process that resulted in a new goal, priority impact areas, and guiding principles for the program, which the Council adopted in October 2008. Phased implementation of these Recommendations has occurred over the next two years, being fully implemented in 2010. Further adjustments of the program were made for the 2011 program year.

For Program Year 2008 the following steps were implemented:

Council Order 70-7/08 (HCD Task Force Ten Point Plan)

- Creation of the CDBG Priority Task Force
- Creation of the CDBG Annual Allocation Committee
- Projects are to be completed within two years of being funded

For Program Year 2009 the following steps were implemented:

Council Order 70-7/08 (HCD Task Force Ten Point Plan)

- CDBG Application process should comply with the city's purchasing ordinance

Council Order 91-08/09 (CDBG Priority Task Force Recommendations)

- Application and scoring reflect the goal of building strong, self sustaining neighborhoods by having applications address the priority impact areas and guiding principles.

For Program Year 2010 all recommendations from the HCD Task Force and CDBG Priority Task Force were implemented, including:

Council Order 91-08/09 (CDBG Priority Task Force Recommendations)

- \$20,000 minimum request.
- Small grants available to social services for capacity building with a maximum request of \$7,500 and available to small businesses micro-enterprises for technical assistance with a maximum request of \$7,500.
- Social service basic needs set aside for up to 10% of the HUD allocated CDBG grant.
- Social service multi-year initiatives requests guidelines defined and encouraged.

Additional Changes Implemented

- Economic development job creation request guidelines defined.
- The administration and planning request would be presented to and reviewed by the committee, but would not be voted upon in a competitive environment.

Council expressed concern over the final implementation and requested staff and the Allocation Committee to make recommendations for further improvement. After review by the Community Development Committee, Council reviewed and approved the following changes for Program Year 2011, including:

Council Order 46-10/11 (Staff memo based on recommendation from CDC, and CDCG AC)

- Eliminate the Basic Needs Set-Aside, Social Service Capacity Building and Small Business Start up Grants.
- Lower Minimum Grant award to \$10,000
- Set Maximum Grant awards: \$150,000 for social services, \$250,000 for development activities.
- Create a maximum cumulative award for City applications per funding category: 45% of the social service cap and 85% of the development activities amount.
- Create a set-aside/cap for economic development job creation of \$100,000 within the development activities amount.
- Priority focus areas for current program year per funding category: Work and Shop as a priority impact area focus for social services, and Libbytown CT 20.02 for development activities location focus.
- Create a formal appeals process

2012 Minor adjustments

- Based on pressure and direction from HUD we will be paying our grantees based on a cost per unit of service. Each applicant has provided a cost per unit of service. Funded applicants will be submitting funding requisitions and be paid based on the number of units provided and persons served. This does not apply to construction projects.
- Staff will be administering bonus and penalty points on the applications.
- Priority for Social Service applications is child care. Priorities for Development Activities are job creation and projects located in Libbytown or Census Tract 20.02.

2012 Priority Task Force focused priorities even further:

- To create Sustainable Workforce Development Program(s) that move Portland residents out of poverty into sustained employment and financial stability.
 - 1) Invest in businesses with Portland locations to enable them to expand and create jobs, as eligible by HUD regulations.
 - 2) Provide a continuum of services to increase a Program Participant's professional capacity, financial stability, and ability to maintain employment, through: career advancement services, financial stability and job retention support services.
- Place Program Participant's in newly created sustainable Portland-based jobs.

2013 Working Group determined how to implement the Priorities of the 2012 Task Force:

- Invest 1) in businesses to create net new jobs or 2) to create microenterprise businesses (businesses with less than 5 employees where the owner is LMI Portland)
- Fill 66% of the net new jobs with low to moderate income (LMI) Portland residents.
- Priority will be given to applicants that will hire or serve more LMI Portland residents, homeless persons, New Americans, or single-parent head of households will be given preference.
- Set aside \$400,000 (\$300,000 in Development Funds and \$100,000 in Social Service Funds) for the new Workforce Development Initiative now renamed the Employment Development Program.
- Fund at least two applicants
- Funding requests can be for two years
- Tracking of jobs will be for two years after job creation or microenterprise creation
- Success will be evaluated based on return on investment (CDBG investment vs. increase of income of new employees/ business owners)
- The first round of funding will begin in 2014.

2014

- Bonus points were awarded to child care and Basic Needs applications. The committee reviewed all applications and determined if they should receive the additional bonus points.
- Created a new Request for Proposals seeking a lead agency for the Employment Development Funds in the amount of \$400,000.

2015

- No Bonus Points
- New "Construction only" application
- Targeted Guiding Principles for Development, Economic Development and Construction applications.

2016

- Created New Needs-Goals and Priorities for 2016-2020 Con Plan
- Created Target Neighborhood Investment- Bayside Neighborhood
- No limit on "Public Infrastructure applications"

2017

- Bayside Neighborhood remains Target Neighborhood for Investment

2018

- Updated "Neighborhood Investment and Infrastructure" and "Addressing the Needs of the Growing Homeless Population" on the 2016-2020 Needs-Goals-Priorities Chart

Resources

2006 Shapiro, Boxer-Macomber Memo

2007 HCD Task Force Ten Point Plan, Council Order 70-7/08

2007 HCD Task Force Report

2009 CDBG Priority Task Force Priorities, Council Order 91-08/09

2012 CDBG Priority Task Force Recommendations, Council Order 53-12/13

2013 CDBG Working Group Recommendations, Council Order 8-13/14

2016 5 Year Consolidated Plan, New Needs-Goals-Priorities, Council Order 197-15/16

2017 Revisions to the Needs Goals and Priorities Chart, Council Order 24-17/18

Portland, Maine



Yes. Life's good here.

Mary Davis

Division Director, Housing & Community Development Division

TO: City Council

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: March 2, 2018

SUBJECT: 2018-2019 Housing Program Budget

SUMMARY OF ISSUE – Council approval of the 2018-2019 Housing Program Budget is required. At their February 28, 2018 meeting, the Housing Committee voted 3-0 to forward this item to the City Council for passage.

INTENDED RESULT

HOME Program: The Home Investments Partnerships Program (HOME) was established by Congress in 1992. Since 1992, the City of Portland and the Cumberland County HOME Consortium have received over \$18.9 million dollars in HOME funding. In 2009 the City became the lead entity in the Cumberland County HOME Consortium (CCHC). The Consortium is a partnership of the communities in Cumberland County that administers HOME Program funds in Cumberland County. The creation of the consortium expanded the financial resources for affordable housing activities in the region. The City retains independent operation of its HOME program. Because the City serves as the “Lead Entity” and City staff administers the County portion of the funding, all administrative funds are retained by the City. The County’s Municipal Oversight Committee controls the allocation of the County’s portion of the HOME funds.

When the Consortium was formed in 2009, it included a “hold harmless” clause to ensure that the City, as an existing HOME grantee, would continue to receive funding equal to its allocation prior to the formation of the consortium. The “hold harmless” formula was based on a comparison ratio to the HOME funding for the Lewiston/Auburn (L/A) Consortium. The formula identified Portland’s “hold harmless” amount at 118% of the HOME allocation for the L/A Consortium. The Cumberland County HOME Agreement did allow for adjustments to be made if the current level of funding to the L/A HOME Consortium varied from historic levels. Over the years the L/A allocation has decreased which has resulted in the Portland “hold harmless” amount to decrease. As a result, by agreement with the other members of the CCHC, the annual allocation is divided with 57% of allocation, after the administrative set-aside, to the City and 43% of the funding to the County.



Mary Davis

Division Director, Housing & Community Development Division

As a point of reference, if the City were a stand-alone grantee, the estimated HOME allocation for Portland (using a HUD HOME Allocation estimated calculation) would be approximately \$429,000. Of that amount 10% would be set aside for administrative costs (\$42,900) leaving \$386,100 for program funding. Under the current consortium agreement, the city receives the administrative set-aside along with approximately \$427,000 in program funds. Participation in the HOME consortium benefits Portland as well as the county as a whole.

HUD has not announced the allocation amount for FY 2018-2019. As we have done in the past, we are estimating the HUD HOME allocation at the same level as the previous year which is \$824,856. \$319,219 of this amount is reserved for County projects. The budget proposal was developed after a historical review of HOME funding allocations, previous year's budget allocations, program expenditures and program income (loan repayments) received. Currently, the City's HOME Program is divided into four funding categories:

1. Administration
2. Housing Rehabilitation
3. Tenant Based Rental Assistance (TBRA)
4. Affordable Housing Development [including the required Community Housing Development Organization (CHDO) set-aside mandated by HUD]

HOME Program Budget	FY 2017-2018 Budgeted (entitlement + program income)	FY 2017-2018 Expenditures (YTD)	Units or Households Assisted	FY 2018-2019 Budget proposal (entitlement + program income)
Administration	\$98,151	\$49,264	N/A	\$94,486
Housing Rehabilitation	\$141,639	\$31,209	6	\$100,000
Tenant Based Rental Assistance	\$130,000	\$169,850	176	\$137,000
Affordable Housing Development includes CHDO requirement	\$324,651	\$574,095	0	\$325,064



Mary Davis

Division Director, Housing & Community Development Division

CDBG/HOUSING DEVELOPMENT FUND: Housing and Community Development Division did not request funding in the FY 18/19 CDBG process. Staff and housing program costs normally funded through CDBG, are being funded through the Housing Development Fund (HDF). HDF is the program income account funded by CDBG housing loan repayments. These funds can only be used for CDBG eligible housing activities. Currently, the HDF fund is divided into two funding categories, administration and housing rehabilitation.

Housing Development Fund (HDF) Budget	FY 2017-2018 Budgeted	FY 2017-2018 Expenditures (YTD)	Units or Households Assisted	FY 2018-2019 Budget Proposal
Administration	\$50,348	\$25,374	N/A	\$51,826
Housing Rehabilitation	\$311,765	\$107,359	0	\$172,270

LEAD SAFE HOUSING (Program Income): Lead Safe Housing Program Income is generated through repayment of loans given under prior Lead Safe Housing Grants. These funds can only be used for lead safe housing eligible activities.

Lead Safe Housing Program Income	FY 2017-2018 Budgeted	FY 2018-2019 Budget Proposal
	\$170,866	\$256,185

HOUSING TRUST FUND: Revenue for the Housing Trust Fund is generated from fees triggered by the City's Housing Preservation and Replacement Ordinance, and fee-in-lieu contributions from the Inclusionary Zoning Ordinance. Including the current balance of the Housing Trust Fund in the Housing Program Budget gives budget authority for the use of the funds. There are no projects or activities currently identified for these funds.

Housing Trust Fund (HTF) Budget	FY 2017-2018 Budgeted	FY 2018-2019 Budget Proposal
	\$468,551	\$913,502

Portland, Maine



Yes. Life's good here.

Mary Davis

Division Director, Housing & Community Development Division

FINANCIAL IMPACT – As of the date of this memo, the U.S. Department of Housing and Urban Development has not announced FY 18/19 allocation amounts for the CDBG and HOME Programs. This budget was created assuming that FY 17/18 allocations would remain at the same level as FY 17/18 allocations.

STAFF ANALYSIS AND RECOMMENDATION – The City Manager has recommended that the proposed Housing Program Budget be proportionately increased or decreased from the estimated funding levels to match actual HUD allocation amounts. This budget is being forwarded to the full City Council for two Public Hearings, as part of the overall HCD budget. The final budget allocations and Annual Action Plan are submitted to HUD on May 15 for the fiscal year beginning July 1, 2018.

At this time staff is requesting City Council approval of the FY 18/19 Housing Program Budget as outlined in the attachment. If the HUD allocation amount is different from the estimate used in this budget, program budgets will be adjusted proportionately.

Attachments:

FY 18/19 Housing Program Budget

Five Year Housing Program Accomplishments

Prepared by: Mary P. Davis, HCD Division Director

March 2, 2018

2018-2019 HOUSING PROGRAM BUDGET HUD Final Allocation Date:

Total HUD HOME Entitlement Allocation	824,856
Portland Program Portion	423,151
Portland Admin Portion	82,486
County Program Portion	319,219

Recommended by HC (x-x) February XX, 2018
Approved by Council April XX, 2018
HUD Allocation XXXXXXXX, 2018
Adjusted for Final HUD Allocation xx.xx.18

REVENUES- Housing Programs

2018-19 HOME Consortium Admin (10% of allocation)	82,486
2018-19 HOME Consortium Programming	423,151
2017-18 HOME Program Income	120,000
2017-18 HOME Program Income Recaptured Funds	31,247
2017-18 HOME Program Income Deduction for County Re-Allocated HOME Funds (funding from previous years)	-334
2018-19 CDBG Administration	
2018-19 CDBG Programming	
2017-2018 Housing Trust Fund	
2017-18 HDF Program Income	
2017-18 Lead Safe Housing Program Income	
REVENUE TOTALS (Portland)	656,550

HOME	CDBG	HDF**	LEAD Safe Housing Program Income***	Housing Trust Fund***	TOTAL BUDGET
82,486					82,486
423,151					423,151
120,000					120,000
31,247					31,247
-334					-334
				0	0
				0	0
				913,502	913,502
		224,096			224,096
			170,866		170,866
656,550	0	224,096	170,866	913,502	1,965,014

2018-19 HOUSING Budget by Activity (Portland)

Administration PL1801/QS1801	94,486
Housing Rehabilitation (18 Units @ \$15,000/unit) QM1800/QB1800	100,000
Homeownership Assistance QJ1800	0
Tenant-Based Rental Assistance QT1801	137,000
Affordable Housing Development QK1800/IN1114	254,539
CHDO QL1800	70,525
Lead Safe Housing PLL036	0
	656,550

HOME	CDBG	HDF**	LEAD Safe Housing Program Income***	Housing Trust Fund***	TOTAL BUDGET
94,486		51,826			146,312
100,000		172,270			272,270
0					0
137,000					137,000
254,539				913,502	1,168,041
70,525					70,525
0			170,866		170,866
656,550	0	224,096	170,866	913,502	1,965,014

** Balance of Previously Budgeted Amounts + New Revenue

*** Balance of Previously Budgeted Amount

2018-19 HOME Consortium COUNTY - approved by MOC on xx.xx.2018

County HOME Program budget provided for reference only; **adjusted for final HUD Allocation xx.xx.18**

Allocation of County funds is done by the County's Municipal Oversight Committee

REVENUES- Housing Programs

2018-19 HOME Consortium Non-Portland Programming	319,219
2017-18 HOME County Program Income	334
	319,553

2018-19 HOUSING Budget by Activity

Housing Rehabilitation (8 projects @ \$15,000/project) QP1800	100,000
Home Ownership QQ1800	0
Affordable Housing Development QD1800	166,350
CHDO QR1800	53,203
	319,553

Housing Rehabilitation Program				
HOME Funding				
Fiscal Year	Program Budget Authority	Funds Expended	Units Completed	
FY 18 year to date	\$ 141,639	\$ 31,209		4
FY17	\$ 150,000	\$ 141,226		6
FY16	\$ 150,000	\$ 37,757		2
FY15	\$ 105,000	\$ 107,396		5
FY14	\$ 150,000	\$ 243,897		9
FY13	\$ 242,992	\$ 186,910		13

Housing Rehabilitation Program				
HDF Funding				
Fiscal Year	Program Budget	Funds Expended	Units Completed	
FY 18 year to date	\$ 311,765	\$ 107,359		0
FY17	\$ 304,178	\$ -		0
FY16	\$ 225,586	\$ 53,140		3
FY15	\$ 150,179	\$ 11,475		0
FY14	\$ -	\$ 32,724		17
FY13	\$ 77,866	\$ 59,049		6

Affordable Housing Development including CHDO				
HOME Funding				
Fiscal Year	Program Budget Authority	Funds Expended	Units Completed	
FY 18 year to date	\$ 324,650	\$ 574,095		0
FY17	\$ 327,145	\$ 641,731		55
FY16	\$ 291,514	\$ 606,284		114
FY15	\$ 391,709	\$ 294,484		58
FY14	\$ 1,093,899	\$ 250,000		0
FY13	\$ 1,170,407	\$ 53,795		92

Tenant Based Rental Assistance Program (TBRA)					
HOME Funding					
Fiscal Year	Program Budget Authority	Additional Budget Authority	Funds Expended	Households Assisted	
FY 18 year to date	\$ 130,000	\$ 70,000	\$ 169,850		136
FY17	\$ 130,000	\$ 63,000	\$ 194,251		172
FY16	\$ 130,000	\$ 25,000	\$ 237,123		160
FY15	\$ 135,314	\$ -	\$ 145,430		53
FY14	\$ 135,622	\$ -	\$ 23,168		14
FY13	\$ -	\$ -	\$ -		

Emergency Solutions Grant 2014-2019

Program	ESG Budgeted Funding Amount by Fiscal Year					
	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
Operations: Homeless Health	\$28,993	\$35,391	\$0	\$0	\$0	\$0
Essential Services: Family Shelter	\$21,853	\$26,675	\$28,327	\$28,327	\$28,327	\$28,327
Homeless Prevention: Family Shelter	\$21,853	\$26,675	\$52,369	\$52,369	\$52,395	\$52,395
Homeless Prevention: Oxford Street	\$8,972	\$10,952	\$13,800	\$13,244	\$13,262	\$13,262
Rapid Rehousing: Oxford Street	\$35,888	\$43,807	\$55,200	\$55,200	\$55,200	\$55,200
Administratration and HMIS	\$5,600	\$6,838	\$12,138	\$12,092	\$12,096	\$12,096
<i>Total (Actual)</i>	\$123,159	\$150,338	\$161,834	\$161,232	\$161,280	\$161,280
<i>Admin/HMIS cap</i>	\$9,237	\$11,275	\$12,138	\$12,092	\$12,096.00	\$12,096

Explanation

Operations: Homeless Health	This program is no longer administered by the City of Portland
Essential Services: Family Shelter	Funds pay for staff who provides housing assistance by seeking affordable units, applying for eligible subsidies and accessing transitional housing opportunities and follow-up case management services by assisting with budgets, tenant/ landlord negotiations, and connecting to area resources.
Homeless Prevention: Family Shelter	Funds pay for staff who assist in preventing family homelessness. Services include advocating with their town of residency, landlord/tenant negotiations and family reunifications.
Homeless Prevention: Oxford Street Shelter	Funds pay for staff who assist in preventing individuals from becoming homeless and providing necessary case management and referrals.
Rapid Rehousing: Oxford Street Shelter	Funds pay for staff who assist persons who have become homeless by quickly moving them into permanent hosing and providing the necessary case management and referrals the individual needs.
Administration and HMIS	Funding goes to pay for licenses to use HUD's Homeless Management and Information System. Licenses are provided by Maine Housing.

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 169-17/18
Tab 15 3-5-18
Tab 17 3-19-18

TRAFFIC SCHEDULE AMENDMENT
RE: SECTION OF KENNEBEC STREET TO 30-MINUTE PARKING

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

By adding under Kennebec Street from Forest Avenue to Brattle Street:

North Side from a point 175 feet east of Forest Avenue to a point 50 feet west of Brattle Street.

- **Schedule XVI – 30-Minute Parking between 9:00 a.m. and 6 p.m.**

MEMORANDUM
City Council Agenda Item

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

FROM: Jennifer Ladd, Senior Transportation Engineer
Department of Public Works

COPY: Chris Branch, DPW Director
Keith Gray, City Engineer
Jeremiah Bartlett, Transportation Systems Engineer
John Peverada, Parking Division

DATE: February 16, 2018

SUBJECT: Traffic Schedule Amendment: Unrestricted to Time-Restricted Parking on Kennebec Street

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading ___ March 5th, 2018 ___ **Final Action** ___ March 19th, 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) N/A

I. ONE SENTENCE SUMMARY -

The Department of Public Works requests City Council approval to amend the Traffic Schedule to convert ten existing unrestricted parking spaces along the north side of Kennebec Street (from approx. 175 feet east of Forest Ave to Brattle Street) to ten 30-minute time-restricted parking spaces.

II. AGENDA DESCRIPTION -

Kennebec Street, between Forest Ave and Brattle Street, is one-way with 12 on-street parking spaces. The requested Council action would change the Traffic Schedule to make the north side of Kennebec Street, from approximately 175 feet east of Forest Ave to the opposite of Brattle Street, from unrestricted to 30-minute parking. This would apply to ten of the twelve parking spaces; the two closest to the Century Plaza driveway are already 30-minute spaces. (See attached graphic)

III. BACKGROUND -

The development along Kennebec Street has intensified recently and existing businesses have requested shorter term parking to allow for successful operations.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED -

The intended result of this conversion is to provide parking turnover during typical business hours in order to support existing businesses and attract economic development along the corridor that desire access to on street parking.

V. FINANCIAL IMPACT -

The financial impact will be approximately \$500 for staff time, \$500 in materials, and the required DigSafe fees related to the installation of signage.

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

The owners of both Leavitt & Sons Deli and Century Plaza, businesses on both sides of this portion of Kennebec Street, have requested this change after observing cars parked here all day.

VII. RECOMMENDATION -

DPW staff, with support from the Parking Division, recommend this change.

VIII. LIST ATTACHMENTS

1. Parking Change Proposed for Kennebec St

Prepared by: Jennifer Ladd

Date: February 16, 2018

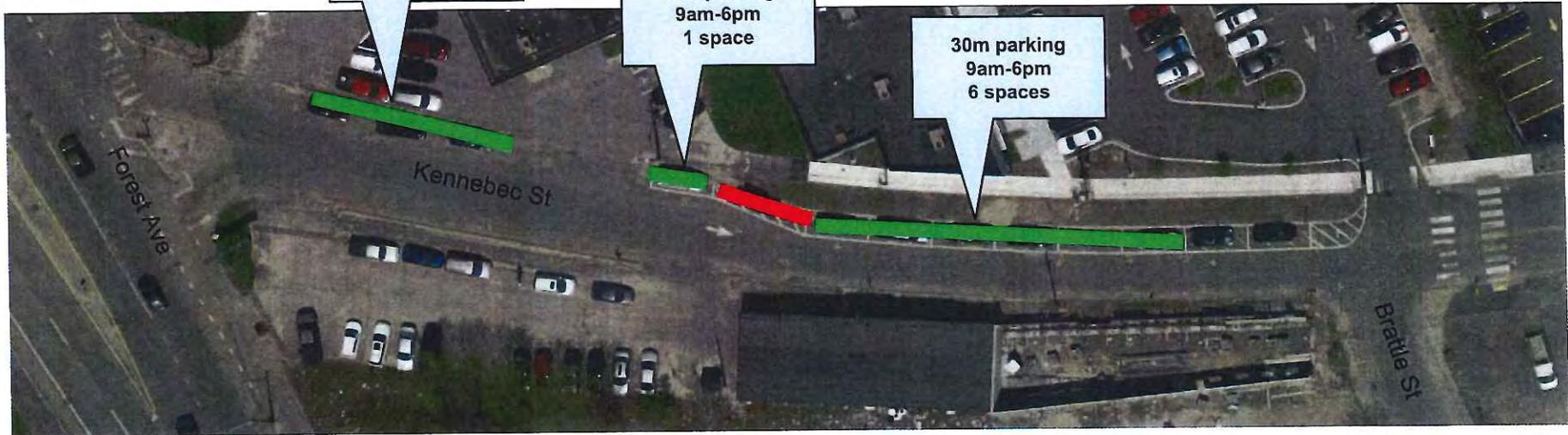
Bean/agendarequestmemo/rev 11/2015

Parking Change Proposed for Kennebec St

30m parking
9am-6pm
3 spaces

30m parking
9am-6pm
1 space

30m parking
9am-6pm
6 spaces



DPW
February 2018

*Order 174-17/18
Tab 8 3-19-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING PURCHASE AND SALE AGREEMENT AND LEASE
WITH TOM WATSON & CO., LLC FOR
CITY PROPERTY AT 44 HANOVER STREET**

ORDERED, that the Purchase and Sale Agreement with Tom Watson & Co., LLC in the amount of \$1,275,000 for 44 Hanover Street, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the Lease of 44 Hanover with Street Tom Watson & Co., LLC is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and Lease and whatever other documents are necessary to effect the intent and purpose of this order.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

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

FROM: Greg Mitchell, Economic Development Director

DATE: March 7, 2018

SUBJECT: Order Authorizing Sale and City Lease back of 44 Hanover Street

SPONSOR: Councilor Justin Costa, Chair of the Economic Development Committee, meeting held on March 6, 2018 and the vote was Unanimous (3-0) to forward to the City Council for approval.

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: March 19, 2018 Final Action: April 2, 2018

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

PRESENTATION: Greg Mitchell/5 Minutes

I. One Sentence Summary

A proposed Purchase and Sale Agreement to sell City owned property located at 44 Hanover Street to Tom Watson & Co., LLC, for \$1,275,000 and City Lease Agreement to lease back the property until September 30, 2019 is requested for a vote.

II. Background/Agenda Description

It has been the long-term goal to sell this and other Public Works Bayside properties per the Year 2000 Bayside Vision. To support these property sales, the City Council approved the acquisition of property along Canco Road which has been and continues to be redeveloped to support the relocation of Public Works operations from Bayside and other City Departments.

The subject property has been used for Public Works "Fleet Services" large equipment maintenance operations. See attached property location map.

Public meetings to discuss the sale of Bayside former Public Works Properties have been held on 1/3/2017, 1/31/2017, 2/27/2017, 3/7/2017, 6/27/2017, 7/19/2017, 9/19/2017, 11/28/2017, 1/3/2018, and 3/6/2018.

Under the direction of the EDC during 2017 and 2018, staff has been negotiating a Purchase and Sale Agreement and Lease Agreement with Tom Watson & Co., LLC. Mr. Watson's site redevelopment proposal includes the following:

- Upwards of 16 separate units all with access to the street;
- One central space of over 3,500 square feet for public/communal user like pub, cafe, eatery;
- Glass overhead doors to promote openness and allow for artists to combine retail display space for their work and promote a marketplace environment; and
- Affordable/accessible to the creative economy at under \$1,000/month.

However, due to the fact that approximately two years will have passed between the time Mr. Watson submitted his proposal for the property and the time he will take possession of it, he is requesting some flexibility for his planned renovations given that community market demands may change. Any substantial change of use to Mr. Watson's development concept will require City Council approval.

Also, it is noted that the City retained public access rights across the discontinued portion of Lancaster Street, between Hanover to Parris Streets, which is part of the 44 Hanover Street property.

III. Intended Result and/or Council Goal Addressed

The intended result would be the sale and City lease back of this property to support mixed use development in Bayside after the City vacates the property, with the flexibility discussed above. Also, it supports the Council's long-term goal to sell Public Works Bayside properties to support Public Works relocation out of Bayside.

IV. Financial Impact and Purchase and Sale Agreement and Lease Agreement Highlights

Purchase and Sale Agreement:

If sold, the City would realize property sale proceeds in the amount of \$1,275,000 (subject to the rent credit described below) and future new taxes from the proposed development.

Also, provisions are included to ensure future payment of property taxes in the event of non-profit ownership.

The appraised value of this property in an "as is, where is" condition is \$1,380,000. Buyer will provide the City with environmental indemnification and be responsible for any site environmental remediation costs.

Proceeds from the sale of this and other Bayside property will be utilized to fund the relocation of remaining Public Works operations out of Bayside.

Also, Developer performance requirements are included in the Purchase and Sale Agreement.

Lease Agreement:

City occupancy of the property until September 30, 2019 for an upfront rent credit payment of \$12,500 per month, with a minimum credit of \$75,000. The City lease back approach is needed to access funds to support the Fleet Services operations relocation and provide enough time to construct a building addition at the City Canco Road Campus.

One three-month renewal option beyond September 30, 2019 at the greater of \$12,500 per month or the then market rental rate is available, if needed.

Taxes, Utilities and Maintenance (snow plowing):

City will be responsible for all property taxes, utilities, insurance, and maintenance expenses during the rental period.

V. Staff Analysis

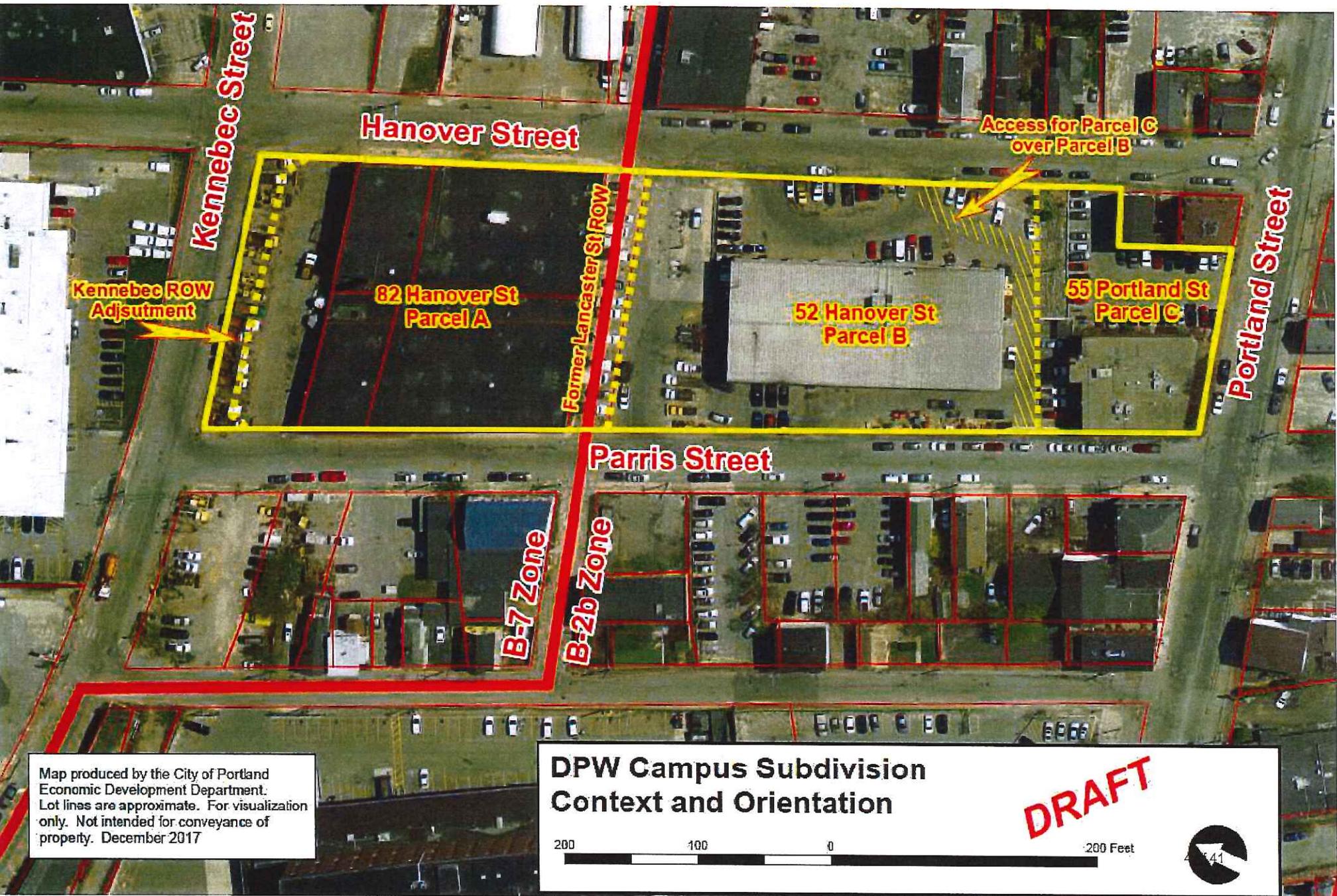
Staff is recommending that the City Council vote to approve the proposed Purchase and Sale Agreement and Lease Agreement in substantial form as attached.

VI. Recommendation

The Economic Development Committee reviewed this proposed Purchase and Sale Agreement and Lease Agreement and voted unanimously (3-0) to forward these to the City Council with a recommendation to approve them in substantial form as presented. It also requested staff to provide a matrix of the status of all the former Public Works Bayside properties under Purchase and Sale Agreement (copy attached).

VII. List Attachments

- Property Location Maps
- Proposed Purchase and Sale Agreement
- Proposed City Lease Agreement
- Matrix showing status of sales of former Public Works Bayside properties.



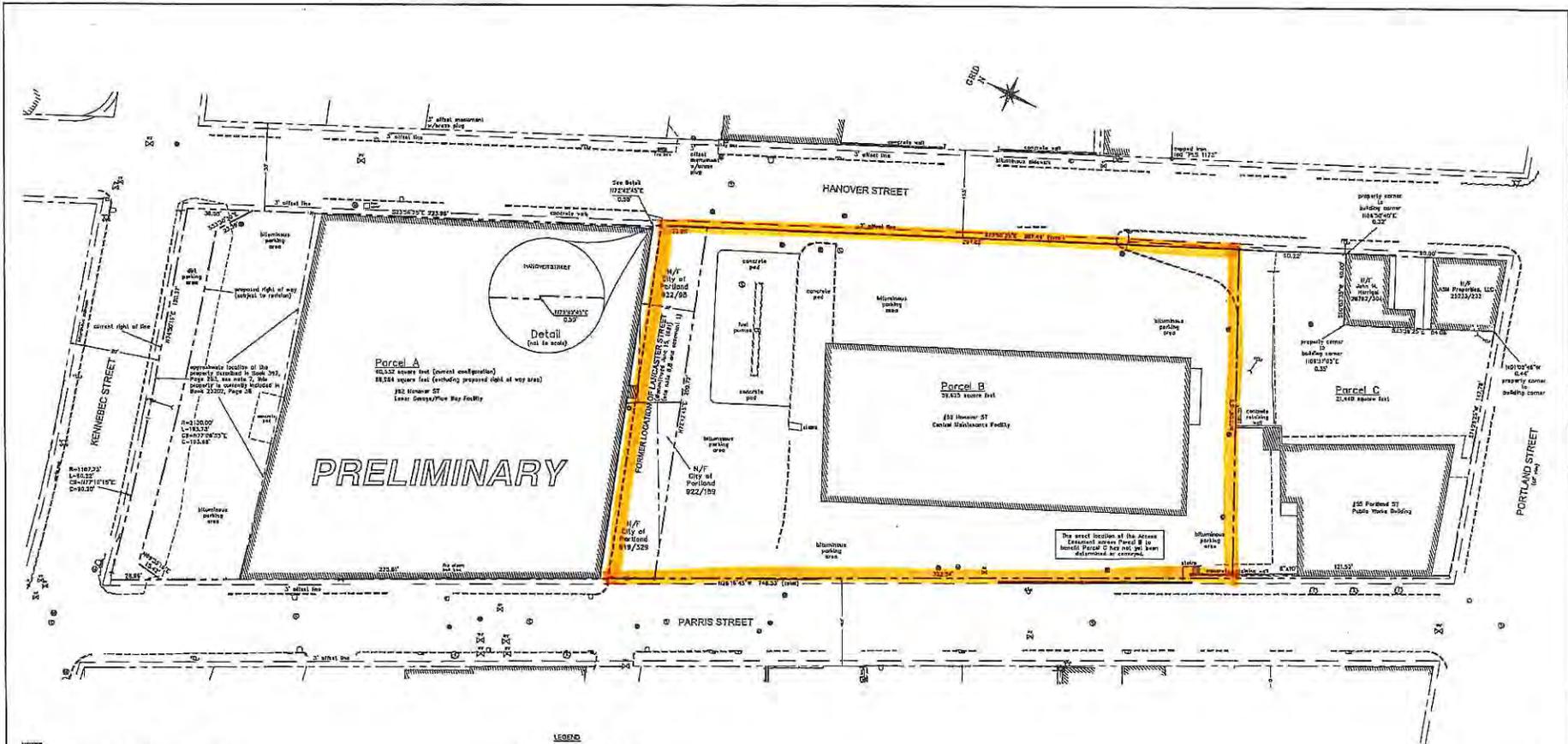
Map produced by the City of Portland Economic Development Department. Lot lines are approximate. For visualization only. Not intended for conveyance of property. December 2017

DPW Campus Subdivision Context and Orientation

DRAFT

200 100 0 200 Feet





NOTES

- 1) Book and Page references are to the Cumberland County Registry of Deeds.
- 2) Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, Unit Zone.
- 3) Utility information on this plan is approximate. Based on location of visible features and information contained on plans and drawings provided to office. Digging work for the appropriate utilities should be conducted prior to any construction.
- 4) Properties in which Zone C based on 1980 Community Reinvestment Act, 2003-04, until July 17, 1990. They do not fit within a special food forest zone.
- 5) Right of way lines shown per subdivision map provided by the City of Portland Department of Engineering. See also references 2b.
- 6) The portion of Lancaster Street shown was discontinued June 15, 1985. City of Portland records, Volume 88, Page 182. A permit easement may exist within the discontinued street limits.
- 7) The portion of the property described in Book 2202, Page 28 was conveyed to Portland and Reddick Historic Company (Portland Historical Company) by H. L. Woodbury & Son, Inc., Book 123, Page 3, April 3, 1972. This conveyance is a full and complete release of the right of way and use for that (P&M) railroad. This full and complete release and release is given on the 1972 map to convey the railroad premises for the purpose of that railroad. This release is not subject to any other release or release. This release is not subject to any other release or release.
- 8) A sewer easement will be required by the City of Portland over the southeast portion of Lancaster Street.

PLAN REFERENCES

- 1) Division of the City of Portland (undated). Recorded in Plan Book 8, Page 25.
- 2) Division of the City of Portland (undated). Recorded in Plan Book 1, Page 10.
- 3) Plan of Rember Street, Office of Engineering, recorded for Records Register by James B. Wells on 01/05/1980 and revised 02/06/1982. Recorded in Plan Book 106, Page 28.
- 4) Official Duvall Plan of Rember Street and surrounding lands provided by the City of Portland Department of Engineering.
- 5) City of Portland Property Plan #6.
- 6) City of Portland Viall Plan #165/71.
- 7) City of Portland Viall Plan #218/13.

LEGEND

—	Measurement - fence
—	Iron marker - set (if noted)
—	Aluminum disk - set
—	Property line (Dotted)
—	Property line (dashed)
—	Right of way line
—	Edge of pavement
—	Driveway
—	Chimney
—	Water main
—	Sanitary sewer
—	Fire hydrant
—	Gas valve
—	Water valve
—	URRY sign
—	Large or light pole
—	Signer posthole
—	Sign
—	Manhole
—	Riser frame
—	Water valve
—	Round catch basin
—	Round catch basin with hole
—	Flow or stormwater
—	Head reference (Book/Page)
—	Ordinance line
—	Existing building

REMARKS / ENCUMBRANCES

- 1) The former location of Lancaster Street is subject to the 2003 lot color line plan section of Lancaster Street for the purpose of maintenance repair or replacement of the existing pavement hereby reserved unto the City of Portland said work item said sewer is abandoned or discontinued.
- 2) The portion of the property described in Book 2202, Page 28 is subject to use (including as set forth in Book 2202, Page 28).

TOTAL AREA

143,987 square feet / 333 acres (current configuration)
136,028 square feet / 310 acres (including proposed right of way area)

GENERAL NOTES

This survey conforms to the current standards of practice and laws by the active State Board of Licensure for Land Surveyors.

See A. Dwyer, P.L.S. 22270

CHECKLIST OF RECORDS

- City of Portland
- 305 Congress Street
- Portland, ME 04103
- Book 818, Page 228
- Book 822, Page 98
- Book 922, Page 183
- Book 1181, Page 303
- Book 1187, Page 422
- Book 1189, Page 422
- Book 1190, Page 373
- Book 218, Page 64
- Book 2410, Page 102
- Book 2510, Page 11
- Book 2771, Page 206
- Book 3160, Page 210
- Book 3246, Page 237
- Book 3428, Page 136
- Book 3511, Page 106
- Book 3521, Page 444
- Book 3522, Page 430
- Book 3523, Page 430
- Book 3730, Page 207
- Book 3780, Page 88
- Book 2202, Page 28 (see note 7)

SCALE IN FEET
1" = 25'

PLAN OF
Subdivision Plat

MADE FOR
City of Portland
Portland, Maine

387 Congress Street
387 Congress Street
Portland, Maine

JOB #217975 DATE November 28, 2017 SCALE 1" = 25'

BOOK #608
21029 Subdivisions

Tromb Associates
325 City Park, Portland, Maine 04103
(207)878-0189 www.trombsurvey.com

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2018 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and Tom Watson & Co., LLC, or assigns, a Maine limited liability company having a mailing address of 104 Grant Street, Portland, ME 04101 (hereinafter, collectively, referred to as "Buyer").

RECITALS

WHEREAS, the CITY is the owner of certain land and buildings located at or near 44 Hanover Street, Portland, Maine as generally depicted on the plan attached hereto as Exhibit A together with all buildings and other improvements located thereon (the "Premises") and incorporated herein; and

WHEREAS, Buyer desires to purchase the Premises, and the City desires to convey the Premises to Buyer subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE AND EFFECTIVE DATE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land and buildings located at or about 44 Hanover Street, Portland, Maine. This Agreement shall become effective after the City Council of the City approves it and after both Buyer and Seller have signed this Agreement. The date that the last of Buyer or City sign this Agreement shall be the effective date (the "Effective Date"), and the last signor shall insert that date in the first paragraph of this Agreement as the Effective Date. All deadlines and time periods set forth in this Agreement, including, without limitation, the Due Diligence Period, Financing Period and Closing Date (all as defined hereafter) shall be computed from the Effective Date.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,00.00) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") within 3 business days after the Effective Date of this Agreement that the parties agree will be held in escrow in a non-interest bearing account with CBRE | The Boulos Company; the Deposit shall be fully refundable until the later of the expiration of the Due Diligence Period or the Financing Period, as both are described herein; after the expiration of both such Periods, the Deposit shall be non-refundable except as expressly set forth herein, including, without limitation in paragraphs 3 and 10; and

- b. The parties agree that the City will continue to occupy and lease the Premises from Buyer after Closing (as defined herein) until at least March 31, 2019 by entering into a lease agreement with Buyer or Buyer's successor or assigns, as Buyer shall elect, in substantially the form attached hereto as Exhibit C (the "Lease"); provided, however, that the City shall have the right to continue to occupy the Premises until September 30, 2019. The City hereby agrees to notify Buyer in writing on or before the date that is sixty (60) days after the Effective Date if it intends to occupy the Premises beyond March 31, 2019 or the City shall be limited to a lease ending on March 31, 2019 unless Buyer and City shall otherwise agree.

At Closing, Buyer shall receive a credit against (that is, a reduction of) the Purchase Price in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for the number of months remaining between the Closing Date and the end of the term of the Lease, which shall be no earlier than March 31, 2019 (the "Rent Credit"). If the first month which the City will occupy the Premises after Closing is less than a full month, the Rent Credit for that month shall be prorated. The Rent Credit shall serve as City's nonrefundable advance payment of rent for the Lease of the Premises to the City by the Buyer or the Buyer's successor or assigns, as Buyer shall elect. At Closing, the parties shall execute a Lease in substantially the form attached hereto as Exhibit C. Regardless of the length of the term of the Lease or the date that the City vacates the Premises, in no event shall the Rent Credit be less than \$75,000.00.

- c. The Buyer shall pay the remainder of the Purchase Price to the City after the Purchase Price is reduced by the full amount of the Rent Credit. Such payment shall be made by wire transfer (or as otherwise reasonably requested by the City) at Closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Subject to extension as set forth in Paragraph 3(b) and (d), Buyer will have from the Effective Date of this Agreement until 4:00 PM Portland, Maine time on the day that is sixty (60) days after the Effective Date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as Buyer shall deem appropriate.
- b. Property Description. The property description contained in the deed will be a survey description based upon a Boundary Survey performed by a Maine Licensed Surveyor to be obtained by the City (the "Survey") which will more specifically describe the property shown on Exhibit A hereto (the "Premises Description") in form reasonably acceptable to the City and Buyer. The Premises Description will be distributed to the parties hereto at

least thirty (30) days prior to expiration of the Due Diligence Period. If the Premises Description is not received by City and Buyer at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended to a date thirty (30) days after it is received. The parties will agree on the final Premises Description prior to closing. If the parties cannot agree upon the final Premises Description prior to closing, then Buyer shall have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement) or (2) waive the approval provision and close using a description to which the City will agree.

- c. Financing Contingency. Buyer shall have from the Effective Date of this Agreement until 4:00 PM Portland, Maine time on the day that is ninety (90) days after the Effective Date of this Agreement (the "Financing Period") to obtain a commitment for commercially reasonable financing acceptable to Buyer, provided, however, if the Due Diligence Period shall be extended, then the Financing Period shall be extended to expire on the date which is thirty (30) days after the expiration date of the Due Diligence Period. Buyer shall take timely and commercially reasonable steps to secure such financing. If Buyer does not obtain a financing commitment acceptable to Buyer within the Financing Period, Buyer may terminate this Agreement by notice in writing to City, or may elect to close under the Agreement despite the lack of such commitment. If Buyer so exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.
- d. Title, Survey and Environmental Objections. In addition to the Survey described above, the City agrees it has caused a Phase II Environmental study of the Premises to be performed. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters that Buyer determines materially affect insurability of title at standard rates, or the use of the Premises, the value of the Premises, the cost of development of or the cost or feasibility of construction on the Premises. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing. If the Survey and any environmental study (including, without limitation any Phase II Environmental study) are not completed and distributed to the parties at least thirty (30) days prior to the expiration of the Due Diligence Period, the Due Diligence Period will be extended (without the need for

further action by the parties hereto) to a date thirty (30) days after the date upon which the later of the Survey or any environmental study to be completed and received are completed and are received by Buyer and City.

e. Option to Cure.

(1) In the event of a title, Survey or environmental objection by Buyer, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (A) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (B) waive the objection and close, or (C) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so and the Closing Date shall be extended to a date ten (10) days after the expiration of such 60 day period); if Buyer determines it is not satisfied with the results of its own cure efforts, Buyer shall be entitled at any time prior to the expiration of the ten (10) day period following Buyer's sixty (60) day cure period set forth in this subsection (C) to terminate this Agreement as set forth in subsection (A) set forth above, or to waive its objection and close under this Agreement.

(2) In the event City shall elect not to cure any objection by Buyer, Buyer shall have fourteen (14) days after receipt of the City's notice of election not to cure such Buyer's objection in which to make its choice and to notify City whether it elects option A, B or C set forth in the previous subparagraph. In the event City shall elect to cure Buyer's objection, Buyer shall have fourteen (14) days following the end of the City's 60-day cure period to make its choice and to notify City whether it accepts the City's cure with respect to the particular objection or whether it elects option A, B or C set forth in the previous subparagraph.

f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title at standard rates, free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Buyer; (ii) easements for utilities servicing the property, (iii) City ordinances, and (iv) real estate taxes not yet due and payable. Buyer further acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner

of the exempt portion shall make annual payments to the City in lieu of taxes in the amount of the lesser of (a) the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable, or (b) such other target percentage as may be approved as part of a City PILOT policy that may be in effect at the time taxes are due on such property. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

3.1 TITLE DOCUMENTATION:

The City agrees to reasonably cooperate with Buyer's requests for documentation related to the title of the Premises or any tax taking of the Premises.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments as Buyer shall deem appropriate or desirable, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises, except those arising from labor or materials furnished at the City's request.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily

injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as reasonably possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any material physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, nor any studies, tests (including test borings or pits), exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections and other due diligence be acceptable to Buyer in its sole discretion. If the results of such Inspections or other due diligence are not acceptable to Buyer in its sole discretion Buyer may terminate this Agreement. If Buyer exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within ten (10) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Any termination notice sent by Buyer with respect to this Agreement may merely state that Buyer elects to terminate this Agreement, shall have no formal requirements, and shall be immediately effective.

5. REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX. Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter except as provided in this Agreement and in the Lease. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. In the event that the Parties agree to not execute the Lease and the City does not continue to occupy the Property after the Closing Date, any utilities for the Property shall be prorated as of the Closing Date. The Buyer's one half share of Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.

6. DEFAULT AND REMEDIES. In the event that Buyer defaults hereunder for a reason other than the default of the City, City shall retain the deposit as liquidated

damages as its sole remedy. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance and the City agrees it shall not invoke any sovereign immunity defense nor any defense based upon its status as a City, municipality, body politic or the like. Buyer at all times may elect in substitution for any other remedies available under this Agreement, as its sole remedy, the right to a return of its deposit.

- 7. RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement, or Buyer may elect to close hereunder and receive an assignment of any applicable insurance proceeds payable to the City relating to such loss or damage.
- 8. PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer will have an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues (other than City's agreement to obtain subdivision approval as set forth in Paragraph 10 of this Agreement) or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein except as set forth in the Lease, if executed by the parties, and except as otherwise expressly set forth herein.
- 9. ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.

Notwithstanding the foregoing, during the longer of the Lease term or the period in which the City occupies the Premises, the City shall be responsible for complying with all applicable state, federal and municipal environmental obligations, laws and regulations.

10. CONDITIONS PRECEDENT TO CLOSING. It is a condition precedent to Closing that:

- a. The City shall obtain subdivision approval by the City of Portland Planning Board, in order to obtain approval for the creation of the parcel which constitutes the Premises, unless the City as Seller and Buyer agree in writing, such subdivision approval is not required (hereinafter the "Subdivision Approval").
- b. In the event the City is unable to obtain the Subdivision Approval prior to the Closing Date, as defined below, then the Buyer may either (1) extend the Closing Date set forth in Paragraph 11 by a time period not to exceed one hundred eighty (180) days to permit the approvals to be obtained or (2) elect to terminate this Agreement prior to the later of the scheduled Closing Date or the expiration date of any extension period based on an extension as provided above. In the event Buyer shall elect to so extend the Closing Date, the City agrees to make reasonable efforts to pursue the Subdivision Approval.
- c. If Buyer shall elect to terminate this Agreement then the City shall refund the Deposit, if previously paid, without interest, and this Agreement shall be terminated and neither party shall have any further obligations or liabilities under this Agreement, unless the parties mutually agree to extend this Agreement. Buyer acknowledges and agrees that the City is acting as Seller, and not in its regulatory capacity, in connection with this Agreement. The delivery to Buyer, and acceptance and recording by the Buyer of a deed to the Buyer of the Premises, will evidence conclusive and final consent by the Buyer to the waiver or completion of all these conditions.

11. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel or Buyer's Lender's counsel at a time agreeable to the parties on or before the day that is the later of five months after the Effective Date of this Agreement or thirty (30) days after the later of (i) the expiration of the Due Diligence Period; (ii) the deadline for the City to resolve any title, Survey or environmental objections; or (iii) the date to which Buyer elects to extend the Closing Date under Paragraph 10 (the "Closing Date"). Notwithstanding the foregoing, City agrees to close on a date earlier than that specified above upon Buyer's request at least 10 days prior to Closing. At the Closing:

- a. City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good, insurable title to the Premises at

standard rates, free and clear of all liens and encumbrances except as otherwise set forth herein.

- b. Buyer shall deliver the balance of the Purchase Price, subject to any adjustments set forth in section 2 of this Agreement, including, without limitation, reduction by the Rent Credit, to the City by wire transfer (or as otherwise reasonably requested by the City); and
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the Buyer to obtain owners and lenders title insurance at standard rates in form reasonably acceptable to Buyer and to Buyer's lender.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting with respect to the Closing and executing documents on behalf of Buyer are authorized to do so.
- e. City shall deliver to Buyer a copy of all City Council Orders approving this Agreement and authorizing the City Manager or other City officials to execute this Agreement, the deed, the Lease, and any other documents necessary to effectuate the intent and purpose of this Agreement.
- f. Except as otherwise provided in section 2(b), the parties shall execute the Lease.

12. BUYER'S POST CLOSING OBLIGATIONS; ESCROW AGREEMENT. Buyer agrees as follows:

- a. Buyer agrees at Closing (and only upon Closing) to deposit \$50,000.00 to be held in escrow (the "Escrow Account") pursuant to an escrow agreement in form mutually acceptable to Buyer and City with a mutually acceptable escrow agent.
- b. Buyer agrees to commence development of a project at the Premises in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B and incorporated herein by reference, and which project was presented to the City's Economic Development Committee on or about July 19, 2017 (the "Project"), within one (1) year after the later of the end of the term of the Lease or the last date of the City's occupancy of the Premises (the later of the two such dates hereinafter is referred to as the "City's End Date"). The Project shall be deemed to be "in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B" if it proposes to include (or is constructed to include): (i) multiple separate spaces, which may have separate or shared access to the street; (ii) one

large central space of a size and for a use to be determined; and (iii) an emphasis on rental affordability. The Project may also be modified in a manner that is reasonably necessary for Buyer to obtain City Planning board, City Council or any other municipal or other necessary approval, and the Project, if otherwise "in substantially the form described in the portion of the plans depicting the Premises that are attached hereto as Exhibit B" shall, notwithstanding any such modifications, continue to be so considered. In addition, if Buyer determines that interest rates or community demand for the use of the Premises change such that Buyer wishes to make changes to the Project, or if Buyer wishes to make other changes to the Project, Buyer shall request the City's approval of such changes.

- c. Buyer's commencement of development of the Project shall be effected by Buyer or its successors, assigns, or transferees submitting a site plan review application (an "Application") for the Project within one (1) year after the City's End Date.
- d. If Buyer does not submit an Application for the Project (which Application may include modifications as described above) within one (1) year of the City's End Date, then \$10,000.00 shall be released from escrow to the City's Housing Trust Fund, and until an Application has been filed, an additional \$10,000.00 shall be released from escrow to the City's Housing Trust Fund each ninety (90) days thereafter.
- e. Within thirty (30) days after the submission of an Application for the Project, the remaining balance of the Escrow Account shall be released to Buyer. If no Closing takes place under this Agreement, the Buyer shall not be required to fund the Escrow Account nor make any payment. Notwithstanding anything to the contrary above, in the event that a Closing on the sale of the Premises to Buyer under this Agreement takes place and Buyer fails to submit any Application for the Project within the later of 5 years from the Closing Date or 4 years after the City's End Date, the entire remaining balance of the Escrow Account shall be released to the City's Housing Trust Fund.
- f. City hereby agrees that despite the references in this Agreement to Buyer as the developer with respect to the Project, that the Project will be undertaken by a different Limited Liability Company ("LLC") to be formed, or corporation to be formed, which will be an assignee of Buyer, and the City hereby consents to the same and consents to Buyer's assignment of its rights and obligations under this Agreement to any such LLC or corporation, provided that Thomas Watson will be a manager or co-manager of any such LLC and President or Vice President of any such corporation.
- g. The provisions of this section shall survive closing.

13. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

14. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

15. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

16. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, provided, however that this Agreement shall not be assigned by the City.

17. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

18. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

19. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery to the City Manager's office shall be effective as personal delivery to the City Manager on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City:

City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to:

The Office of the Corporation Counsel at the
same address.

FOR Buyer: Mr. Thomas Watson
Tom Watson & Co., LLC
104 Grant Street
Portland, ME 04101

With a copy to: William H. Leete, Jr., Esq.
Leete & Lemieux, P.A.
511 Congress Street, Suite 502
Portland, ME 04101

20. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

21. BROKERS. The City shall be responsible for paying all its brokers, including CBRE | The Boulos Company, at closing. Buyer has no broker other than Joseph Porta of Porta & Co., who Buyer understands is to be compensated by CBRE | The Boulos Company. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, if applicable, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

22. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

23. EXTENSIONS: Wherever this Agreement provides that a deadline will be extended, including without limitation any extension(s) which may be elected by Buyer or City as well as any extensions based upon the occurrence or non-occurrence of any event (such as, for example, the delivery of a survey or Phase II environmental report), then any such extension will be deemed to have automatically occurred, without the need for any additional action by Buyer or City.

IN WITNESS WHEREOF, the parties have hereunto have caused this instrument to be executed on their behalf by their duly authorized officers or representatives, as of the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager
Dated: _____

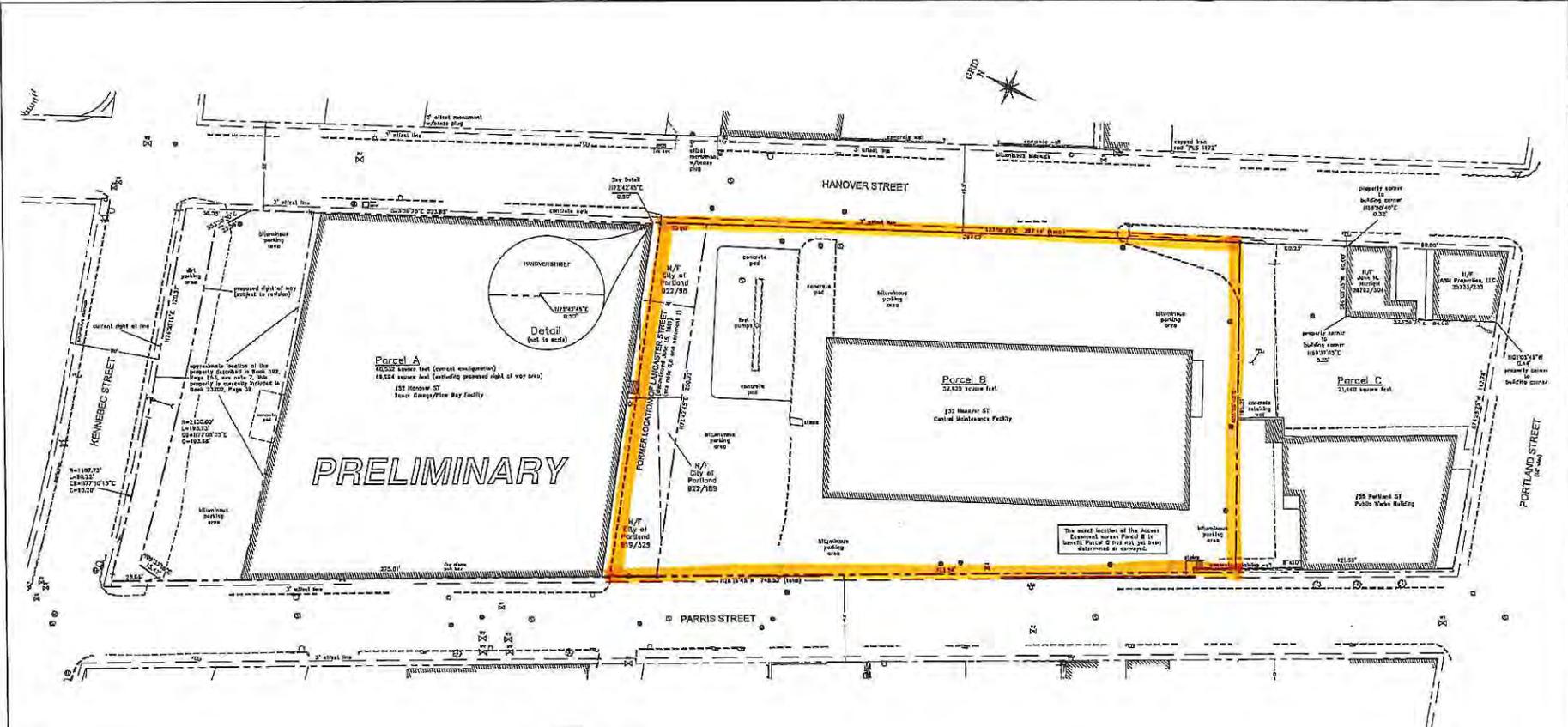
TOM WATSON & CO., LLC

WITNESS

Thomas E. Watson
Its Manager
Dated: _____

Approved as to Form:

Corporation Counsel's Office



PRELIMINARY

- NOTES**
- 1) Book and Page references are to the Cumberland County Registry at Dover.
 - 2) Surveys are referred to by grid north, Maine State Plane Coordinate System, 18003, West Zone.
 - 3) Utility information on this plan is approximate, based on location of visible markers and information contained on plans and drawings provided by utility. Details and/or the appropriate authority should be contacted prior to any construction.
 - 4) Parcel A is within Zone C based on FWSM Community Zoning Ordinance 2003-3, dated July 17, 1990. They do not fit within a special Road District area.
 - 5) Right of way lines shown per electronic drawing file provided by the City of Portland Department of Engineering. See plan reference #5.
 - 6) The portion of Lancaster Street shown was abandoned June 15, 1872, City of Portland records, Volume 28, Page 187. A public easement may exist within the abandoned street front.
 - 7) The portion of the property described in Book 23302, Page 28 was conveyed to Portland and Portland Railroad Company (Portland Terminal Company) by H. L. Bradley by Book 232, Page 252, April 3, 1872. This conveyance is a full release of all claims of the right of way and use for said (1865) railroad. This deed ends with the statement "Saiding and releasing to convey the right way to occupy the several portions for the purpose of this Release...". Occurring a 1024 option concerning this portion of the property is roomed-out.
 - 8) A deed easement will be retained by the City of Portland over the abandoned portion of Lancaster Street.

- PLAN REFERENCES**
- 1) Division of the State of Bangor Landmarks (enclature), Recorded in Plan Book 8, Page 26.
 - 2) Division of the State of Emma Ford (enclature), Recorded in Plan Book 1, Page 26.
 - 3) Plan of Bangor Water, Office of the Engineer, made for Domestic Purposes by James B. Hall (dated 02/05/1895) and revised 02/06/1905, Recorded in Plan Book 146, Page 26.
 - 4) Cumberland County file of Kennebunk Street and surrounding vicinity provided by the City of Portland Department of Engineering.
 - 5) City of Portland Priority Plan JK.
 - 6) City of Portland Vail Plan 2115/11.
 - 7) City of Portland Vail Plan 2110/13.

LEGEND

—	Measurement - found
—	Iron marker - set (21 value)
—	Aluminum disk - set
—	Property line (found)
—	Property line (proposed)
—	Right of way line
—	Edge of pavement
—	Grub
—	Flag
—	Found rod
—	Water mark
—	Enclature mark
—	Fire hydrant
—	Gas valve
—	Water valve
—	Utility gate
—	Low or high pipe
—	Sign
—	Structure
—	Water found
—	Water valve
—	Found catch basin
—	Found catch basin with lid
—	How or how many of
—	Found markers (found/prop)
—	Boundary line
—	Existing building

EXHIBITS/ENCLOSURES

- 1) The former location of Lancaster Street is subject to the right to enter into the section of Lancaster Street for the purpose of maintenance repair or replacement of the railing, which is hereby conveyed to the City of Portland and said right way road user is abandoned or discontinued.
- 2) The portion of the property described in Book 23302, Page 28 is subject to use restrictions as set forth in Book 2002, Page 26.

TOTAL AREA

141,587 square feet / 325 acres (current configuration)
 130,039 square feet / 297 acres (including proposed right of way area)

VERIFICATION

I, the undersigned, do hereby certify that the contents of this plan are true and correct to the best of my knowledge and belief, and that I am a duly qualified and licensed Professional Engineer in the State of Maine.

 R. J. O'Brien, P.E. 21223

DIVISION OF PLANNING

City of Portland
 205 Congress Street
 Portland, ME 04101

Book 819, Page 281
 Book 822, Page 98
 Book 827, Page 183
 Book 831, Page 412
 Book 838, Page 882
 Book 839, Page 773
 Book 839, Page 814
 Book 841, Page 100
 Book 841, Page 110
 Book 874, Page 216
 Book 874, Page 217
 Book 874, Page 218
 Book 874, Page 219
 Book 874, Page 220
 Book 874, Page 221
 Book 874, Page 222
 Book 874, Page 223
 Book 874, Page 224
 Book 874, Page 225
 Book 874, Page 226
 Book 874, Page 227
 Book 874, Page 228
 Book 874, Page 229
 Book 874, Page 230
 Book 874, Page 231
 Book 874, Page 232
 Book 874, Page 233
 Book 874, Page 234
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 Book 874, Page 236
 Book 874, Page 237
 Book 874, Page 238
 Book 874, Page 239
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 Book 874, Page 241
 Book 874, Page 242
 Book 874, Page 243
 Book 874, Page 244
 Book 874, Page 245
 Book 874, Page 246
 Book 874, Page 247
 Book 874, Page 248
 Book 874, Page 249
 Book 874, Page 250
 Book 874, Page 251
 Book 874, Page 252
 Book 874, Page 253
 Book 874, Page 254
 Book 874, Page 255
 Book 874, Page 256
 Book 874, Page 257
 Book 874, Page 258
 Book 874, Page 259
 Book 874, Page 260
 Book 874, Page 261
 Book 874, Page 262
 Book 874, Page 263
 Book 874, Page 264
 Book 874, Page 265
 Book 874, Page 266
 Book 874, Page 267
 Book 874, Page 268
 Book 874, Page 269
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 Book 874, Page 271
 Book 874, Page 272
 Book 874, Page 273
 Book 874, Page 274
 Book 874, Page 275
 Book 874, Page 276
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 Book 874, Page 279
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 Book 874, Page 283
 Book 874, Page 284
 Book 874, Page 285
 Book 874, Page 286
 Book 874, Page 287
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 Book 874, Page 303
 Book 874, Page 304
 Book 874, Page 305
 Book 874, Page 306
 Book 874, Page 307
 Book 874, Page 308
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 Book 874, Page 310
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 Book 874, Page 315
 Book 874, Page 316
 Book 874, Page 317
 Book 874, Page 318
 Book 874, Page 319
 Book 874, Page 320
 Book 874, Page 321
 Book 874, Page 322
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 Book 874, Page 332
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 Book 874, Page 334
 Book 874, Page 335
 Book 874, Page 336
 Book 874, Page 337
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 Book 874, Page 339
 Book 874, Page 340
 Book 874, Page 341
 Book 874, Page 342
 Book 874, Page 343
 Book 874, Page 344
 Book 874, Page 345
 Book 874, Page 346
 Book 874, Page 347
 Book 874, Page 348
 Book 874, Page 349
 Book 874, Page 350
 Book 874, Page 351
 Book 874, Page 352
 Book 874, Page 353
 Book 874, Page 354
 Book 874, Page 355
 Book 874, Page 356
 Book 874, Page 357
 Book 874, Page 358
 Book 874, Page 359
 Book 874, Page 360
 Book 874, Page 361
 Book 874, Page 362
 Book 874, Page 363
 Book 874, Page 364
 Book 874, Page 365
 Book 874, Page 366
 Book 874, Page 367
 Book 874, Page 368
 Book 874, Page 369
 Book 874, Page 370
 Book 874, Page 371
 Book 874, Page 372
 Book 874, Page 373
 Book 874, Page 374
 Book 874, Page 375
 Book 874, Page 376
 Book 874, Page 377
 Book 874, Page 378
 Book 874, Page 379
 Book 874, Page 380
 Book 874, Page 381
 Book 874, Page 382
 Book 874, Page 383
 Book 874, Page 384
 Book 874, Page 385
 Book 874, Page 386
 Book 874, Page 387
 Book 874, Page 388
 Book 874, Page 389
 Book 874, Page 390
 Book 874, Page 391
 Book 874, Page 392
 Book 874, Page 393
 Book 874, Page 394
 Book 874, Page 395
 Book 874, Page 396
 Book 874, Page 397
 Book 874, Page 398
 Book 874, Page 399
 Book 874, Page 400

EXHIBIT A TO PSA

82 Hanover

- o Relocate Port Property Management headquarters to 82 Hanover from 104 Grant Street in Parkside
- o Bring in retailers/partners who will contribute to the community as well as the economy
- o Open spaces/commons available for public use
- o Leverage large rooftop for decks and greenspace to add comfortable density to neighborhood
- o Creates opportunity for construction of 23 units on Grant Street and eliminates an office/warehouse that sits in the middle of the Parkside residential neighborhood

44 Hanover

- o 16 separate spaces all with autonomous access to the street.
- o One Central Space of over 3,500SF for a public/communal user like pub, café, eatery
- o Glass OHD to promote openness, and allow for artists and artisans to combine retail display space to their work space. Promote marketplace environment
- o Affordable/accessible to the creative community at under \$1,000/month.

Lancaster Court (between 82 Hanover & 44 Hanover)

- o Commons/courtyard space open to public for public use
- o Available for outdoor recreation including farmers market and small music venue for tenants and managers to promote work/events.
 - Display and value public art and communal aesthetic enhancements
 - Cobble stone street
 - Trees/landscaping
 - Fountain/water wall

56 Parris Street

- o 23 2 BR 2 Bath units
 - Unique product to Portland
 - Create product for families (2 bathrooms) or multiple roommates (making it affordable)
 - At 23 units, 4 stories high it is scaled to the other buildings in the neighborhood

BAYSIDE RFP
TOM WATSON & COMPANY PROPOSAL FOR THE
DEVELOPMENT OF
44 HANOVER STREET, PORTLAND MAINE
A COMMUNITY OF ARTISTS, ARTISANS &
FABRICATORS

BAYSIDE RFP - 44 HANOVER ST. -Rendering
PORTLAND, MAINE

MAY 15, 2017



1 VIEW LOOKING SOUTH-EAST ON PARRIS STREET

Port Property
MANAGEMENT

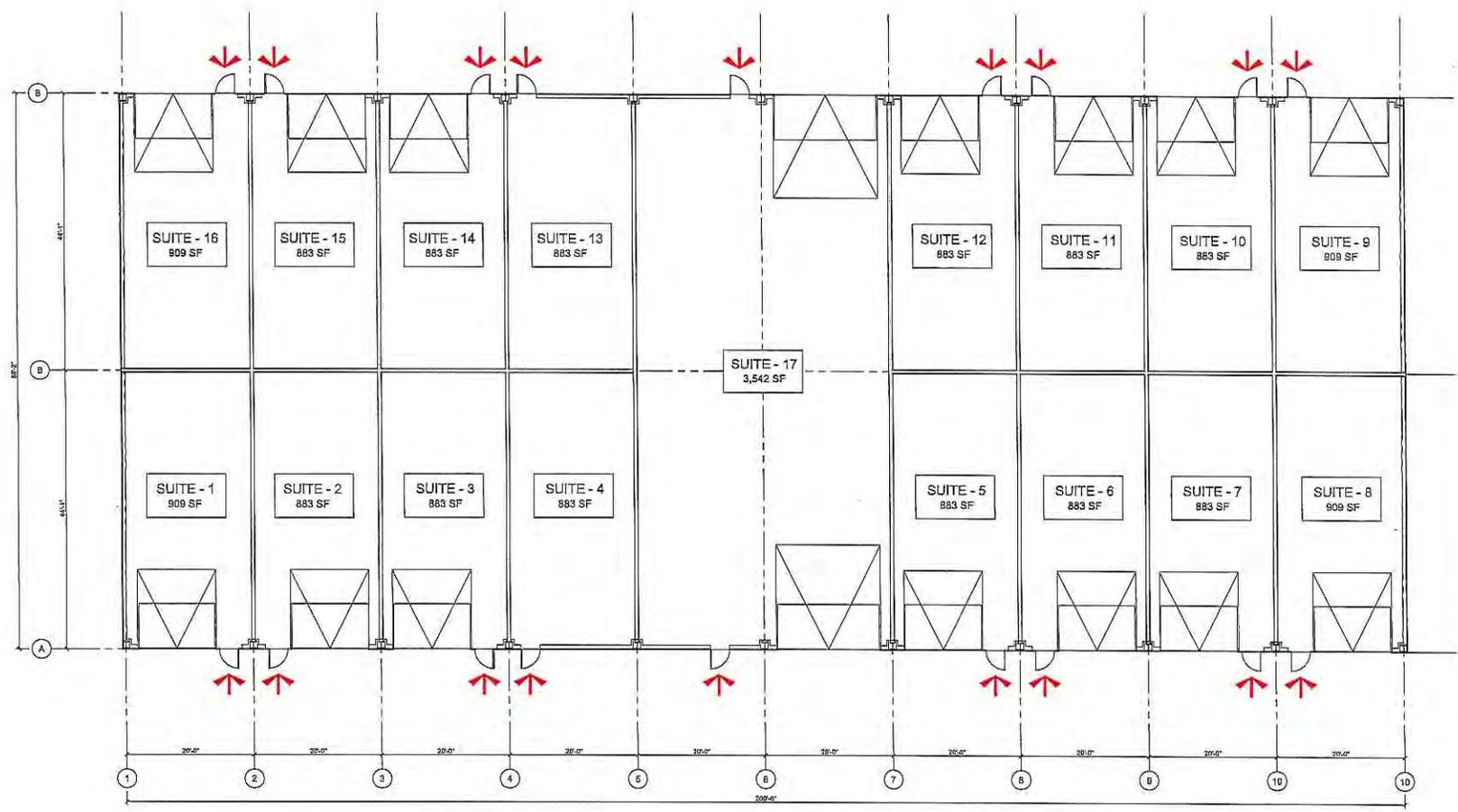
PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

BAYSIDE RFP - 44 HANOVER ST. - Floor Plan

PORTLAND, MAINE

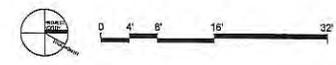
MAY 15, 2017



BUILDING AREA	
FIRST FLOOR AREA	
SUITE - 1	909 SF
SUITE - 2	883 SF
SUITE - 3	883 SF
SUITE - 4	883 SF
SUITE - 5	883 SF
SUITE - 6	883 SF
SUITE - 7	883 SF
SUITE - 8	909 SF
SUITE - 9	883 SF
SUITE - 10	883 SF
SUITE - 11	883 SF
SUITE - 12	883 SF
SUITE - 13	883 SF
SUITE - 14	883 SF
SUITE - 15	883 SF
SUITE - 16	909 SF
SUITE - 17	3,542 SF
BUILDING TOTAL	17,774 SF

NOTE:
ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS

1 FIRST FLOOR CONCEPT PLAN
1/8" = 1'-0"



PROGRESS PRINT ONLY
Not for Construction

LEASE AGREEMENT

This Lease Agreement, is made as of the _____ day of _____, 2018, by and between _____ with a mailing address of 104 Grant Street, Portland, Maine 04101 (hereinafter referred to as "Landlord") and the **CITY OF PORTLAND**, a Maine municipal corporation having its principal place of business at 389 Congress Street, Portland, Maine (hereinafter referred to as "Tenant").

WHEREAS, Tenant has recently conveyed to Landlord certain property located at or about 44 Hanover Portland Street in Portland, Maine and wishes to continue to occupy and use such property; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property and has full power and authority to enter into this Agreement in respect thereto, and is willing to have Tenant occupy and use the 44 Hanover Street property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby mutually agree as follows:

1. Premises.

Tenant, as of the date of this Lease, exclusively occupies certain land and a building or buildings located at or about 44 Hanover Street, Portland, Maine (hereinafter the "Building") (the land and Building are referred to herein as the "Premises") as generally depicted on the plan attached hereto as Exhibit A. Landlord does hereby agree to lease, demise, and let the Premises unto Tenant, subject to the access and parking easement benefitting the owner of the property located at 55 Portland Street (the "Access Easement"), which easement is depicted on Exhibit A. Tenant shall have no authority to modify or make any substantial changes (whether cosmetic, structural or otherwise) to the Premises without the prior written consent of Landlord.

2. Term.

The initial term of this Lease shall commence _____, 2018 (the "Effective Date") and terminate _____, 2019 (the "Initial Term"), unless earlier terminated as provided herein, or extended as provided herein. The Initial Term together with any Renewal Term (as defined herein) are referred to collectively hereinafter as the "Term."

In the event Tenant shall continue in occupancy of the Premises after the expiration of the Initial Term or any Renewal Term (as defined herein), such occupancy shall not be deemed to extend or renew the terms of this Lease, but occupancy shall, at the option of the Landlord, continue as a tenancy at will from month to month upon covenants, provisions, and conditions herein contained, and at the rent in effect prior to the expiration of the Initial Term or Renewal Term (as

defined herein) whichever last occurred, increased by twenty five (25%) percent, prorated and payable month to month on the first day of each month for the period of such hold-over occupancy. This paragraph shall not be deemed or construed as giving the Tenant any right to hold over after the expiration of the Initial Term or any Renewal Term thereof.

2.1. Renewal.

Upon expiration of the Initial Term, at the request of the Tenant, the term of this Lease may be renewed for one (1) three (3) month extension (which such extension hereinafter will be referred to as the "Renewal Term") subject to and conditioned upon Landlord's written consent, and provided that the Tenant is not in default of the terms of this Lease prior to the expiration of the Initial Term and provided that Tenant gives Landlord at least three (3) months' notice in writing of its request for a Renewal Term. Landlord's consent shall not be unreasonably withheld, delayed, or conditioned.

The Renewal Term shall commence the day following the expiration of the Initial Term of the Lease. If the Tenant exercises its option to renew Tenant agrees to pay to Landlord, or its designee, rent on the terms described in Paragraph 4 below at the new rental rate for the Renewal Term as set forth in Paragraph 4.

Except as otherwise set forth in Paragraph ___ herein, Tenant shall be responsible for all costs and expenses relating to the Premises during the entire period in which the Tenant occupies any part of the Premises (hereinafter the "Occupancy Period") including, without limitation, for the entire Term of this Lease (and any Renewal Term if applicable), and including, without limitation, all costs and expenses with respect to utilities as set forth in this Lease Agreement.

3. Permitted Uses.

The Premises may be used by Tenant for the current use of the Premises and for any other similar, lawful purposes. Tenant shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in a manner which will in any way violate any applicable laws, ordinances or regulations of any municipal, State or other governmental authority.

4. Rent.

a. Rent Paid in Advance at Closing. The rent for the lease to the Tenant for the Initial Term shall be in the amount of _____ Dollars (\$_____.00). As stated in the related Purchase and Sale Agreement dated on or about _____, 2018 between the City of Portland, Maine and Landlord (the "Purchase and Sale Agreement") with respect to the Premises, the full Rent Credit (as that term is defined in the Purchase and Sale Agreement) for the Initial Term is to be paid at the closing by the City of Portland, Maine as seller upon Landlord's purchase of the Premises (the "Closing"), granting a credit to Buyer in the full amount of said Rent Credit against and reducing the purchase price for the Premises by that amount. Landlord, by its initials here: _____ acknowledges receipt of the Rent Credit in the amount of \$_____. Tenant agrees that the agreement to pay rent in advance is a substantial inducement for Landlord to

purchase the Premises at the purchase price set forth in the Purchase and Sale Agreement, and accordingly, all of the rent paid and credited at Closing, including, without limitation, the Rent Credit, shall be non-refundable.

b. Rent During Renewal Term. If there is a Renewal Term of this Lease, the rent during the Renewal Term of this Lease shall be in the amount of the greater of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) per month or the then market rate of rent for the Premises, as determined by an independent commercial real estate agent or appraiser chosen by the Landlord, from three qualified agents or appraisers with at least ten (10) years' experience in the profession proposed by the Tenant, at least two months prior to the date when this Lease would terminate if not renewed. If none of the agents or appraisers proposed by Tenant are acceptable to Landlord, Landlord may request an appraisal from Landlord's agent which shall be averaged with one from an agent or appraiser selected by Tenant from the three proposed by Tenant to determine the then market rental rate.

c. Renewal Term Rent Payments; When Due. Rent during the Renewal Term (and rent for any time period for which rent is not fully paid in advance at the Closing on the sale of the Premises) shall be payable in advance the first day of each and every calendar month during such Renewal Term (and any other applicable period during which rent is due) and rent payments shall be made to the Landlord's manager, Port Property Management, 104 Grant Street, Portland, ME 04101 or such other address as Landlord shall in writing direct. Any rent payment received by the Landlord after the 7th of the applicable month shall be subject to a 5% late fee.

d. Additional Rent. Tenant shall also pay as additional rent all expenses and costs relating to the Premises, including, without limitation, taxes, utilities and insurance, and including, without limitation, those set forth in Paragraphs 5, 6, 7, 8, 10 and 10.1 of this Lease, subject only to the exceptions set forth in paragraph ____.

5. Taxes and Utilities.

a. Taxes. The Tenant shall be responsible for timely payment of all taxes of any kind as well as any other fees due to the City of Portland, Maine, including, without limitation, all municipal real property taxes on or assessed against the Premises and all personal property taxes with respect to all personal property on or about the Premises. In the event the Premises are determined to be tax exempt, either wholly or partially, Tenant shall be required to pay any and all amounts due to the City of Portland, Maine in lieu of or as a replacement for real and personal property tax payments, including, without limitation, all amounts specified in Paragraph 3(f) of the Purchase and Sale Agreement.

b. Utilities. Tenant shall also be responsible for paying all the costs of all utilities servicing the Premises during the Initial Term of this Lease and any Renewal Term, including but not limited to electrical, gas, water, sewer, heat and air conditioning (together with all other HVAC expenses), internet, cable and telephone. Tenant shall also be responsible for payment of all stormwater fees and stormwater service charges due to the Portland Water District or City of Portland, as well as any other assessments or fees against the Premises by the City of Portland,

Maine or the Portland Water District. Landlord is not responsible for payment of any such assessments or fees, nor for providing heat nor any other utilities to the Premises, nor for paying the costs of any such utilities, all of which are Tenant's sole responsibility.

6. Tenant to Plow and Remove Snow.

Tenant, at Tenant's expense, shall be responsible for plowing and removing snow and ice from the Premises in accordance with applicable City ordinances. Landlord shall have no obligation to remove snow or ice from the Premises.

7. Tenant to Remove Trash and Debris; Maintenance.

Tenant, at Tenant's expense, shall maintain the entire portion of the Premises in the same condition and repair as it is in as of the Effective Date, except only for reasonable wear and tear, and shall remove from the Premises all trash and debris which it shall create, which is located upon the Premises or which is otherwise attributable to Tenant. Tenant shall not do anything to cause nor permit the Premises nor the activities therein or thereon to violate any municipal, county, state or federal law, ordinance or requirement, and shall promptly act upon direction of any officer of competent authority.

8. Responsibility for Repairs and Maintenance; Tenant's Acceptance Of Premises In "As Is" Condition.

a. Maintenance and Repair. Tenant is currently in possession of the Premises and does hereby accept the Premises and Common Areas in their present "AS IS" condition as of the Effective Date. During the Term of the Lease, Tenant shall, at its sole expense, maintain and make any reasonably necessary repairs to the Premises at its sole expense.

b. Capital Repairs. Tenant hereby warrants and represents that it has inspected the Premises and that it knows of no capital repairs that are presently necessary. The term "Capital Repair" is agreed to mean the repair or replacement of a major component or structural part of the Premises and shall also include the rebuilding of a major component or structural part of the Premises after the end of its useful life. Based on the information acquired in its inspection, together with its historic use of the Premises, Tenant represents that it has no actual knowledge that any Capital Repairs will be required during the Initial Term or if the Lease is renewed, during any Renewal Term. In the event any Capital Repairs to the Premises are reasonably necessary during the Term and Tenant does not wish to make such Capital Repair at Tenant's sole expense, Tenant shall so advise Landlord in writing and Landlord may, in its sole discretion, elect to make, or not to make, such Capital Repair. Notwithstanding the foregoing, Tenant agrees that whenever it determines that it is reasonably possible to make a temporary repair or patch and defer the need for a Capital Repair, it shall make such temporary patch or replacement. In the event Landlord elects not to make any Capital Repairs, Tenant shall have the right, but not the obligation to make such repairs at its own expense. Tenant acknowledges and agrees that even if Tenant determines it is unable to occupy the Premises due to the condition of the Building or the Premises, all of its rent payments shall continue to be non-refundable even if Tenant determines that it could occupy the Building or the Premises if a Capital Repair was made.

Notwithstanding the foregoing, Landlord and Tenant agree that in the event of a casualty loss or event (hereinafter "Casualty") causing material physical damage to the Premises or Building for which there is insurance coverage as determined by the insurer issuing the applicable policy of insurance, that subject to and conditioned upon any requirements or conditions imposed by Landlord's lender (including, without limitation, any restrictions or conditions on disbursement of insurance payments or proceeds), funds paid by an insurer with respect to such Casualty shall be released to fund the cost of a Capital Repair resulting from such Casualty, upon such terms as shall be reasonably acceptable to Landlord and provided that Landlord shall not be required to make any payment of any kind toward such Capital Repair.

8.1 Improvements/Alterations. No improvements or alterations to the Premises which materially change or alter the Premises shall be made without Landlord's written approval, which shall not be unreasonably withheld, delayed, or conditioned. Any request by Tenant for such approval shall be submitted with written specifications and drawings reasonably satisfactory to Landlord. All improvements made to the Premises by Tenant must be done in accordance with all local Building codes and ordinances and all applicable State and Federal statutes and regulations, and Tenant must obtain all necessary permits prior to commencing improvements. Tenant shall promptly pay for any and all trades furnishing services and/or alterations to the Leased Premises. With the exception of any of Tenant's removable property, including without limitation, all of its personal property and trade fixtures, any and all property left by Tenant in the Leased Premises shall become property of the Landlord at the expiration or termination of Tenant's tenancy. A list of trade fixtures which are owned and controlled exclusively by Tenant and which Tenant shall remove at the end of the Term or when Tenant vacates the Premises, whichever shall be earlier, is attached as Exhibit B.

9. Compliance with Laws.

Tenant shall, at its own cost and expense, promptly observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county and city government.

10. Insurance.

Prior to the execution of this Lease and continuing during the term of the Lease or for such longer period during which Tenant shall occupy the Premises, Tenant shall obtain, maintain and pay for all the costs of the insurance listed in the following subsections a - e:

- a. Tenant shall maintain occurrence based General Liability Insurance in the amount of \$400,000 per occurrence for causes of action pursuant to the Maine Tort Claims Act, and the policy for such insurance shall name Landlord as an additional insured. Tenant shall be responsible for covering its personal property with such property and casualty insurance as it deems reasonably necessary. Landlord shall not be responsible for any damage to Tenant's personal property except for damage caused by Landlord. Except with respect to claims brought by Landlord against Tenant for damage to the Premises that are not covered by an insurance policy insuring Tenant,

this provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages, available to the Tenant 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 Tenant. For the purposes of this Lease, an insurance claim will be deemed to be “not covered by an insurance policy insuring Tenant” if such claim is denied by the insurer issuing the policy against which the claim is made.

- b. Glass. Tenant shall be solely responsible for the cleaning, maintenance and replacement of plate glass and other windows located within the Leased Premises and is advised to obtain insurance coverage with respect to damage thereto. Tenant agrees to repair promptly any damage to such glass and windows at its sole expense. Tenant shall not be responsible for damage to glass or windows caused by Landlord, its employees or subcontractors.
- c. Workers Compensation. Tenant self-insures for workers compensation coverage and shall provide Landlord with evidence of its self-insured status.
- d. Property and Casualty Insurance. *(To be added prior to Council approval)*
- e. Pollution Liability Insurance. *(To be added prior to Council approval)*
- f. Self-Insurance, Large Deductibles and/or Retentions. *(To be added prior to Council approval)*
- g. Waiver of Subrogation. *(To be added prior to Council approval)*
- h. Notice. All of the insurance policies to be obtained by Tenant under the terms of the Lease shall contain a clause that the insurer shall not cancel or reduce the coverage of the insurance without first giving Landlord and any mortgagees of Landlord thirty (30) days’ prior written notice.

10.1 Tenant’s Responsibilities.

- a. To the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (any such injury, harm or damage hereinafter is referred to as a “Liability Event”), including but not limited to all risk of injury, harm or damage to Tenant's officers, agents, employees, contractors, customers and invitees (all of whom hereinafter are referred to as “Tenant’s Affiliates” in the plural or as a “Tenant Affiliate” in the singular) or to any of their property, arising out of, during, or in connection with Tenant’s lease of the Premises from Landlord, Tenant’s occupancy of the Premises or any other use by Tenant of the Premises (all such risks are hereinafter collectively referred to as the “Assumed Risks”), but only to the extent (i) any such Liability Event is a result of actions or omissions by Tenant, one of Tenant’s Affiliates or any other person or entity for

whom Tenant may be liable and (ii) is a negligent act or omission, an intentional act which is not a discretionary function, or an act or omission for which Tenant is liable under the Maine Tort Claims Act. Such Assumed Risks do not include injury, harm, or damage caused by (1) any act or omission of Landlord, its officers, agents, employees, contractors or anyone else for whom Landlord may be liable except Tenant or a Tenant Affiliate, or (2) any act or omission of any third party who is not a Tenant Affiliate utilizing the Access Easement. Tenant's obligations hereunder are subject to and limited by the defenses, immunities and limitations of liability available to the Tenant under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et seq, and other applicable law.

- b. Tenant and Landlord agree that, subject to Landlord's right to enforce the terms of this Lease and to terminate this Lease as provided herein, and except to the extent that the Access Easement is used by others, Tenant shall have during the Term until the later of the expiration of the Lease, the earlier termination of the Lease, or when Tenant vacates the Premises, full control over the Premises (including, without limitation, all buildings or structures located on the Premises, including, without limitation, the Building and any parking lot, or walkways or other grounds located on the Premises) and shall be solely responsible for all maintenance and repairs to the Building and Premises except as expressly set forth in this Lease.
- c. Covenant against liens: Tenant shall not cause nor permit any lien against the Landlord's property or the Premises or any improvements thereto to arise out of or accrue from any action, omission or use thereof by Tenant; provided, however, that Tenant may in good faith contest the validity of any alleged lien. In the event Tenant contests such lien, upon the request of the Landlord, Tenant shall post a bond approved by the court in which such lien claim is pending or if not yet pending, a court with jurisdiction over such lien, warranting payment of any such lien. If Tenant does not contest a lien, it shall pay off and cause the discharge of any such lien within twenty (20) days of its recording. If a court or other proceeding is commenced, Tenant shall cause such lien to be "bonded off" to Landlord's satisfaction within forty-five (45) days of commencement of such proceeding. Should Landlord be subjected to any claim(s), suit(s) or lien(s), including, without limitation, any claim(s), suit(s) or lien(s) relating to any mechanic's lien claim for any services or materials associated with Tenant's improvements or alterations to the Leased Premises, Tenant shall indemnify and hold harmless Landlord from all damages and costs (including any attorneys' fees incurred by Landlord) arising out of or relating to any such claim(s), suit(s) or lien(s), and shall pay any and all costs (including attorneys' fees) incurred by Landlord in defense or prosecution of such actions within ten (10) days of demand by Landlord. Tenant's failure to comply with the foregoing requirements regarding liens shall constitute a default under the terms of this Lease.

11. Assignment/Subletting.

Tenant shall not sublet all or any portion of the Premises, nor sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the Term of this Agreement without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole discretion. No such assignment or subletting shall relieve Tenant of any obligations hereunder, all of which shall remain in full force and effect, including, without limitation, with respect to payment and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefore in the same manner as Tenant.

12. Casualty Damage.

a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use, then, and in such case: (i) if such fire or unavoidable casualty occurs during the Initial Term, then Tenant shall have the right to terminate this Lease; or (ii) if such fire or unavoidable casualty shall occur following the expiration of the Initial Term and during the Renewal Term or any other term, either Landlord or Tenant shall have the right to terminate this Lease. Such right of termination, if available, shall be exercised 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 Agreement shall cease and come to an end as of the earlier of the date Tenant fully moves out of the Premises or the expiration or earlier termination of the then application term of the Lease. Upon the date Tenant fully moves out of the Premises, Tenant's obligation to pay utilities shall end, except for such charges for utilities as shall have accrued prior to the date of move-out. Notwithstanding anything else contained in this Lease Agreement, Tenant shall not receive any rent refund or credit for such early termination of the Lease or for any early move out, but Tenant shall not be obligated to continue to pay rent due if the Lease is so terminated during any Renewal Term. For avoidance of doubt, Landlord and Tenant hereby agree no rent shall be refunded to Tenant upon such termination (or under any other circumstance) and that the Rent Credit shall be permanently retained by Landlord.

b. Tenant shall be responsible for covering its 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 its property, equipment and/or supplies while located at the Premises, whether it is owned or leased by Tenant.

12.1 Condemnation. If the Premises or any part thereof are taken or condemned by a duly constituted public authority, this Lease shall, as to the part taken, terminate and all proceeds and awards shall be paid to the Landlord. Tenant shall have no claim against Landlord with respect to any such taking or condemnation. In the event that a substantial portion of the Premises itself is taken or condemned, both Landlord and Tenant shall have the right to terminate this Lease upon giving notice in writing ten (10) days in advance of proposed termination date. Notwithstanding any such condemnation, taking or termination, no rent shall be refunded to Tenant, and all rent shall be permanently retained by Landlord.

13. Default; Termination.

a. This Lease is made on the condition that if the Tenant shall fail to pay any rent or any other monetary obligation to Landlord within five (5) days of its due date, or fail to perform any other obligation to Landlord within thirty (30) days after written notice thereof, or in case of an obligation that cannot with due diligence be cured within said thirty (30) day period, fail to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the performance of such obligation with due diligence and within a period of time that under all prevailing circumstances shall be reasonable or if Tenant shall violate or fail to comply with any of the terms or provisions of this Lease and such failure to comply or violation of this Lease shall reoccur or continue after written notice of such violation from Landlord, or if the estate hereby created shall be taken on execution or other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if Tenant shall file bankruptcy, or if an involuntary bankruptcy shall be filed against Tenant which shall not be dismissed within thirty (30) days, or if the Tenant shall hold over at the termination of the Lease as herein provided, then and in any of said cases, notwithstanding any license or any former breach of covenants or waiver or consent in former instances, the Landlord lawfully may, in addition to and not in derogation of any remedies for breach of covenant, immediately or at any time thereafter, without prior demand or prior notice whatsoever, (a) terminate this Lease by notice in writing which termination shall be effective immediately or at Landlord's election on a date stated in said notice; (b) with or without process of law, enter into and upon the leased Premises or any part thereof and repossess the same; and (c) expel the Tenant and those claiming through or under the Tenant and remove its effects (together with any third parties' property) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preventing a breach of covenant, and upon entry as aforesaid, all rights of Tenant hereunder shall terminate; and Tenant covenants that in case of such termination, Tenant will during the remainder of the then-current term or any Renewal Term pay to Landlord on the last day of each calendar month the difference, if any, between the rental, and other monetary obligations of Tenant, which would have been due for such month had there been no such termination and the sum of the amounts being received by the Landlord from occupants of the leased Premises, if any. In addition, Tenant agrees to pay the Landlord, as damages for any above-described breach, all costs of reletting the Leased Premises including, without limitation, real estate commissions, costs of advertising, costs of damage repair, cleaning, costs of renovation of the Premises to suit a new tenant, and costs of moving and storing Tenant's personal and trade fixtures.

b. Legal Fees and Expenses.

- (i) Tenant further agrees to pay and indemnify the Landlord against all reasonable legal costs and charges, including, without limitation, all reasonable attorney's fees and expenses (hereinafter collectively referred to as "Legal Expenses") incurred by Landlord if Landlord prevails in a civil action to obtain possession of the leased Premises (including, without limitation, in any forcible entry and detainer or eviction action).
- (ii) Tenant shall pay to Landlord all such Legal Expenses within ten (10) days following the entry of a final judgment and the passing of any applicable appeals period in such civil action.

c. Surrender. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of this Lease. If this Lease is terminated, Tenant shall remain liable to Landlord for all Rent due under this Lease Agreement which has not yet been paid to Landlord. The Rent Credit shall remain nonrefundable and shall be permanently retained by Landlord. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of this Agreement or termination of this Agreement.

d. Termination for Convenience. Tenant may terminate this Lease for its convenience upon no less than thirty (30) calendar days' prior written notice to Landlord. If Tenant so terminates this Lease for its convenience, no rent shall be refunded to Tenant, and the Rent Credit shall be permanently retained by Landlord.

14. Access.

Landlord shall provide at least 24 hours advance notice of its intention to enter the Premises, except in the case of an emergency. Upon such notice, the Landlord and its representatives, agents, or employees, may enter the Premises.

15. Signs.

Tenant shall not erect, install or place any signage upon the interior or exterior of the Premises except with the written approval of Landlord, which approval Landlord agrees not to withhold unreasonably. Tenant shall pay any and all costs associated with any such signage approved by Landlord.

16. Zoning.

It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals of its proposed use of the subject premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

17. Self-Help.

In the event of a dispute between Tenant and Landlord, Tenant shall not be permitted to withhold all or any part of the rental payment then due unless and until a forum of appropriate jurisdiction has so ruled. The acceptance of a check by the Landlord for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

18. Miscellaneous Provisions.

Subject to the foregoing, the covenants and agreements of the Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective successors and assigns, but no covenant or agreement of Landlord, expressed or implied, shall be binding individually upon any LLC manager or member nor any fiduciary nor any trustee or beneficiary under any trust.

19. Subordination.

Tenant shall, from time to time, upon request of the Landlord, subordinate this Lease to any mortgage deed, and/or other security indenture hereafter placed upon the leased Premises, and to any renewal, modification, replacement or extension of such mortgage or security indenture, if, and only if, any mortgagee of Landlord and Landlord (if required by lender) execute (either before or after) such subordination agreement or subordination, non-disturbance and attornment agreement ("SNDA"). Landlord agrees to make reasonable efforts to negotiate with its lender with respect to the terms of any such SNDA, and shall advise such lender of any Tenant objections to such SNDA. Tenant hereby agrees it shall execute and deliver to Landlord within five (5) days of Landlord's request such subordination agreement or SNDA submitted to Tenant by Landlord or Landlord's lender.

20. Estoppel Certificates.

Tenant shall, within five (5) days after each and every request by Landlord execute, acknowledge and deliver to Landlord a statement in writing including any or all of the following as determined by Landlord: (a) certifying that the Lease is unmodified and in full force or effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), (b) specifying dates to which the annual rent has been paid, (c) stating whether or not Landlord is in default in performance or observance of its obligations under the Lease, and, if so, specifying each such default, (d) stating whether or not to the best of the knowledge of the Tenant, any event has occurred which, with giving of notice or passage of time, or both, would constitute a default by Landlord under Lease, and, if so, specifying each such event, and (e) certifying that Tenant, as of the date of the statement, has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder. Any such statement delivered pursuant to this Article may be relied upon by any prospective assignee, transferee or mortgagee of the Leased Premises or any interest therein.

21. Return of Premises; Trade Fixtures.

Tenant at the expiration or termination of this Lease Agreement shall peaceably yield up to Landlord the Premises in broom clean condition, in good repair in all respects, reasonable use and wear and damage by fire and all other unavoidable casualties not caused by the acts or omissions of Tenant, its officers, employees, agents, invitees or contractors excepted. At such time, Tenant shall also remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises, including, without limitation, those listed on Exhibit B. Should Tenant fail to remove its trade fixtures, equipment or other personal

property within Thirty (30) days of a notice to do so from Landlord, ownership of such fixtures, equipment and property shall automatically be vested in Landlord and Landlord have the right to dispose of such fixtures, equipment and property in any manner it sees fit, and retain all proceeds therefrom.

22. Covenants.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the Initial Term of this Agreement, or if applicable, any Renewal Term. Each party covenants that the Agreement is signed by a duly authorized individual.

23. 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. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Hand delivery at the addresses below shall be effective as personal delivery to the party specified on the date of delivery. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

To Tenant: City of Portland
 ATTN: City MANAGER
 389 Congress Street
 Portland, ME 04101

With a copy to: The Office of the Corporation Counsel
 at the same address

To Landlord: Mr. Thomas Watson

 104 Grant Street
 Portland, ME 04101

With a copy to: William H. Leete, Jr., Esq.
 Leete & Lemieux, P.A.
 511 Congress Street, Suite 502
 Portland, ME 04101

24. 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.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

26. 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 a suspension of performance shall only be permitted if the party prevented from performance has given written notice thereof to the other party.

27. 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.

28. Limitations of Liability. Tenant agrees to look solely to the Landlord's interest in 44 Hanover Street, for recovery of any judgment from Landlord, it being agreed that Landlord is not personally liable for any such judgment beyond its interest in 44 Hanover Street (except to the extent that insurance proceeds may be available to satisfy any such judgment).

29. Brokers.

Landlord and Tenant each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement, other than the related purchase transaction for the Premises between Landlord and Tenant, and Tenant hereby warrants and represents that its broker [CBRE | The Boulos Company] has been paid in full for its services rendered in connection with that transaction and is not entitled to any compensation with respect to this Lease. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim or whose statement contained in this Paragraph 29 shall be untrue.

30. Tenant agrees that its obligations to Landlord under this Lease Agreement are contractual and are not subject to any defenses available under the Maine Tort Claims Act and Tenant further agrees not to seek to invoke any such defenses.

31. Memorandum of Lease.

Landlord and Tenant agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year first above written.

WITNESS:

LANDLORD

By: _____
Thomas E. Watson
Its Manager

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

Approved as to Form:

Corporation Counsel's Office

EXHIBIT A
(Insert Copy of Plan of Premises)

EXHIBIT B
Tenant's Property To Be Removed At End Of Term

Lifts –

- 2 Post Forward model DP15SN000M, 15,000 lb, 230 volt – Pickup Bay
- 2 Post Forward model DP10A2, 10,000 lb, 230 volt – Police Bay 2
- 2 Post Forward model 110N000M, 10,000 lb, 230 volt – Police Bay 1
- 4 post Rotary model SM18N000, 18,000 lb, 230 volt – Medcu Bay
- (4) sets of 4 Steril Koni mobile column lifts, 18,000 lb each post, 230 volt, 3 phase

Tire Machines –

- Atlas tire changer – 110 volt
- Accuturn tire balancer – 110 volt
- Brunick tire spreader – 110 volt
- Old tire changer

Crane

- Demag 10 ton.

Air Compressor – Replace with new

- Champion 3 phase, 230 volt compressor, circa 1992, with air drier 110 volt

Misc Shop Equipment 110 volt

- 2 ac machines, 110 volt
- 1 transmission service machine – 110 volt
- 110 welders for mechanics (2)
- Diesel transfer tank 110 volt
- Multiple waste oil transfer tanks 110 volt

Machine Shop

- Shop press, 110 volt
- Fume extraction – 110 – 220 volt depending on size.
- Millermatic 252 mig welder, 220 volt (work bay)
- Older mig welder, 220 volt (work bay)
- Tig welder – 220 volt (work bay)
- Plasma cutter, 220 volt (work bay)
- Jet bandsaw – 110 volt (in machine shop)
- Vertical bandsaw, 220 volt, 3 phase (machine shop)
- Ironworker, Scotchman, 110 volt (machine shop)
- Lathe, 220 volt, 3 phase (machine shop)
- Milling machine, 220 volt, 3 phase (machine shop)
- Large drill press, 220 volt, 3 phase (machine shop)
- Small drill press, 110 volt (machine shop)

Other/Misc Equipment

- (2) Generators (Admin and Fleet)
- Misc hose / cord / wiring reels
- Tire bay water tank
- Spring compressor – wall mounted in Fire bay
- Bulk fluid tanks
- Paint mix room
- Newer floro body shop lights
- 2 new Fleet building dumpsters
- Misc shelving

Status of Sales of Bayside Former Public Works Properties

a/o 3/12/2018

Property	Council Action	Agreement Date	Due Diligence Period	Financing Contingency	Closing Deadline	Buyer	Sale Price
56 Parris Street	10/2/2017	10/12/2017	12/11/2017	None	6/1/2018	Jack Soley	\$175,000
82 Hanover Street	10/2/2017	10/24/2017	3/1/2018*	3/1/2018*	4/1/2018	Tom Watson	\$2,350,000
65 Hanover Street	10/2/2017	10/19/2017	12/3/2017	1/17/2018	3/19/2018	Barrett Made	\$1,100,000
178 Kennebec Street	10/2/2017	10/10/2017	11/24/2017	11/24/2017	4/13/2018	Ross Furman	\$250,000
55 Portland Street	1/3/2018	1/23/2018	4/8/2018	4/23/2018	12/31/2018	Ford Reiche	\$1,400,000
44 Hanover Street	3/19/2018					Tom Watson	\$1,275,000
Total Sales Proceeds:							\$6,550,000

*Can have certain automatic extension provisions in the Agreement for both Due Diligence Period and Financing Period.