

AGENDA
REGULAR CITY COUNCIL
MEETING
APRIL 18, 2018

1. City Council Meeting Agenda

Documents:

[CITY COUNCIL MEETING AGENDA ONLY 2018-04-18.PDF](#)

2. City Council Meeting Agenda And Packet

Documents:

[CITY COUNCIL MEETING AGENDA AND PACKET 2018-04-18.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
APRIL 18, 2018

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

Arts in the Chamber, Toast (Acoustic Folk/Rock Duo Emma Ivy
and Justin Lindsay)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 1) April 9, 2018 Draft Special City Council Meeting Minutes

PROCLAMATIONS:

APPOINTMENTS:

CONSENT ITEMS:

**Order 190-17/18 Order Declaring June 8 to 10, 2018 The Old Port Festival Summer
(Tab 2) Kick-Off Weekend - Sponsored by Jon P. Jennings, City Manager.**

This order declares Friday, June 8, to Sunday, June 10, 2018 the Old Port Festival Summer Kick-Off Weekend.

Friday, June 8, kicks off with the 2nd Annual Square Hop featuring free outdoor performances in Longfellow Square, Congress Square Park, Monument Square and Post Office Park, from 6:00 p.m. – 8:00 p.m. The Summer Window Display contest will also kick off on Friday night.

Saturday, June 9, events include Shop for a Cause which raises funds for a local non-profit and takes place at private businesses during regular business hours. Walk the Working Waterfront, a partnership between Portland Downtown and Maine Coastal Program, gives attendees a chance to explore the wharfs and piers along Commercial Street, 11:00 a.m. to 3:00 p.m. John Spritz oversees the Walk the Working Waterfront event, for which Portland Downtown provides volunteers, administrative and marketing support. There will be no street closures required for these two events.

Sunday, June 10 is the annual Old Port Festival, which runs 11:00 a.m. – 5:00 p.m. in the Old Port.

Street closures are included in the agenda backup.

**Order 191-17/18
(Tab 3)**

Order Declaring August 25, 2018 the Portland Fine Craft Show Festival - Sponsored by Jon P. Jennings, City Manager.

This order declares the Portland Fine Craft Show Festival to be held on Congress Street, from High Street to State Street, on Saturday, August 25, 2018 from 9:00 a.m. to 4:00 p.m.

**Order 192-17/18
(Tab 4)**

Order Declaring June 9 and June 10, 2018 the Atlantic Cup Festival – Sponsored by Jon P. Jennings, City Manager.

This order declares Saturday and Sunday, June 9 and 10, 2018 the Atlantic Cup Festival.

The festival area will include all of Fort Allen Park.

The sailing race will start on the water at about 10:00 a.m. each day and end around 4:00 p.m. Organizers are in contact with the U.S. Coast Guard, Portland Harbormaster, Casco Bay Lines and Lionel Plante Association (barges) among other Maritime groups.

Each Day the Festival Area Race Village and the Fort Allen loop will be closed off to traffic and overseen/administrated by Public Assembly Facilities Management Staff.

Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a reasonable level and be configured by Manuka Sports Event Management, LLC, the event contractor, and the City to focus volume within the festival area and the immediate environment, limiting any sound impacts in residential areas.

Beer will be available (at a beer garden) in a restricted area within Park grounds, to which access would be limited to those 21 and over. All IDs will be checked by Public Assembly Facilities Management Staff.

The event will also include merchandise and food vendors. All vendors must have the appropriate permits and licenses.

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

LICENSES:

**Order 193-17/18
(Tab 5)**

Order Granting Municipal Officers' Approval of Crown Jewel, LLC dba Crown Jewel. Application for a Class I FSE with Outdoor Dining on Private Property at 255 Diamond Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Application was filed on 3/23/2018. New City and State applications. Location was formerly The General Store at Diamond Cove.

Five affirmative votes are required for passage after public comment.

**Order 194-17/18
(Tab 6)**

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Application was filed on 3/23/2018. New City and State application. Location was vacant.

Five affirmative votes are required for passage after public comment.

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(Tab 7)**

Order Granting Municipal Officers' Approval of New England Distilling, LLC dba New England Distilling. Application for Outdoor Dining on Private Property at 1 Industrial Way, Unit 13 – Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Application was filed on 3/27/2018. New City applications. Licensee currently holds a Distillery Alcohol Service License.

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BUDGET ITEMS:

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Order Receiving and Referring to the Finance Committee the Portland Board of Public Education’s Fiscal Year 2019 Budget Estimate and Setting a Public Hearing Thereon – Sponsored by Jon P. Jennings, City Manager.

Under this order the City Council receives the Portland Board of Public Education’s proposed Fiscal Year 2019 budget and refers it to the Finance Committee for review and recommendations.

The City Council public hearing on the school budget will be held on Monday, May 7, 2018 at 5:30 p.m. at City Hall in City Council Chambers.

City Council action on the school budget will take place Monday, May 14, 2018 at 5:30 p.m. at City Hall in City Council Chambers.

The public referendum on the school budget will be held on Tuesday, June 12, 2018.

COMMUNICATIONS:

RESOLUTIONS:

**Resolve 8-17/18
(Tab 10)**

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. The first public hearing was held March 19, 2018. The public hearings allow an opportunity for citizens to comment on the City's Consolidated Annual Action Plan.

Five affirmative votes are required for passage after this meeting's public hearing.

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

UNFINISHED BUSINESS:

Order 169-17/18 (Tab 11) 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 Avenue 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 19 and postponed to this meeting. Five affirmative votes are required for passage after public comment.

Order 174-17/18 (Tab 12) 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.

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 the City Lease Agreement to lease back the property until September 30, 2019.

It is proposed that the City will occupy this 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 relocation and to provide enough time to construct a building addition at the City Canco Road complex.

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. A property location map is included in the agenda backup.

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 use 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 82 Hanover Street property.

This item must be read on two separate days. It was given a first reading on March 19 and postponed to this meeting. Five affirmative votes are required for passage after public comment.

**Order 184-17/18
(Tab13)**

Order Rescinding Order 144-17/18, Authorizing Waterfront Concert Festivals Presented by Waterfront Concerts, LLC on the Maine State Pier – Sponsored by Danielle West-Chuhta, Corporation Counsel.

On February, 5, 2018, the City Council approved Order 144-17/18, which authorized Waterfront Concerts, LLC to use the Maine State Pier for summer concerts. Prior to this, Alexander Gray, Waterfront Concerts, LLC's owner and sole member/manager, was charged with and pleaded guilty to a charge of domestic violence assault.

On April 1, 2018, the victim of that assault emailed the City Manager to introduce herself and provide a link to an open letter describing her experience as a victim of the aforementioned domestic violence. As a result of this letter, members of the City Council requested that an Order Rescinding the Granting of Order 144-17/18 be added to the April 9, 2018 Council agenda for consideration.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 185-17/18
(Tab 14)**

Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Valley Street between Park Avenue and St. John Street- Sponsored by Jon P. Jennings, City Manager.

This order approves a two-party agreement that allows the Maine Department of Transportation to undertake the Valley Street Cyclical Pavement Resurfacing (CPR) Project in 2018.

Approving and signing this agreement confirms the City's intent to construct this project and pay 43.8% of the total cost for paving Valley Street between Park Avenue and St. John Street,

The estimated total cost for this project is \$180,130.00. The City's share would be \$78,880. Maine Department of Transportation's share would be \$101,250.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 186-17/18
(Tab 15)**

Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Park Avenue between St. John Street and Interstate 295 – Sponsored by Jon P. Jennings, City Manager.

This order approves a two-party agreement that allows Maine Department of Transportation to undertake the Park Avenue Cyclical Pavement Resurfacing (CPR) Project in 2018.

Approving and signing this agreement would confirm the City's intent to construct this project and pay 71.6% of the total cost for paving Park Avenue between St. John Street and Interstate 295.

The estimated total cost for this project is \$123,800. The City's share would be \$88,700. Maine Department of Transportation's share would be \$35,100.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 187-17/18
(Tab 16)**

Order Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2019 Capital Improvement Program in an Amount not to Exceed \$31,648,595 – by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

The FY19-FY23 Capital Improvement Plan ("CIP") has been in development since summer 2017 and has been reviewed by the Finance Committee since their first meeting of 2018. The FY19 Capital Improvement Plan calls for \$15.5M of new bond authorization for general fund CIP projects and \$16.1M of new bond authorization for sewer and stormwater CIP projects. Two orders are required, one authorizing the FY19 CIP bonds, a second appropriating the proceeds and excess fund balance for several projects. A complete listing of the projects being authorized is included within the orders. The City Manager Recommended an amendment to the FY19 CIP at the 4/11/18 Finance Committee meeting and those amendments passed unanimously along with the full CIP and appropriation request.

The City Charter requires the City Manager to prepare a five (5) year rolling capital improvement plan for annual presentation to the city council. Approval of these orders is a critical component of the one-year CIP. City staff is working towards earlier approval of the CIP (last year's CIP was approved in spring 2017).

Earlier CIP approval would allow the City to get projects out to bid sooner, before many of the best contractors have already filled calendars with spring, summer and fall work.

For the past several fiscal years, the CIP borrowings have been designed to ensure no increases to the overall City budget for debt service. Due to an escalating backlog of City capital maintenance, the City Manager has pushed forward a recommendation of an additional \$5M of general fund capital improvement borrowing in the FY19 CIP.

This additional general fund borrowing will trigger a 5 to 6 cent increase in the mil rate beginning in FY20, depending on the interest rates obtained when funds are borrowed in spring 2018.

Approval of the FY19 CIP will allow staff to move forward immediately with the included projects, including many City, School and Sewer/Stormwater projects which are slated to begin during 2018.

This item must be read on two separate days. It was given a first reading on April 9. Seven affirmative votes are required for passage after this meeting's public hearing.

**Order 188-17/18
(Tab 17)**

Order Appropriating Bond Proceeds and Unassigned Fund Balance in an Amount not to Exceed \$34,703,595 for the City's Fiscal Year 2019 Capital Improvement Program – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is a companion order to Order 187-17/18 above.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after this meeting's public hearing.

**Order 189-17/18
(Tab 18)**

Amendment to Portland City Code Re: Bike Share Ordinance – Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability and Transportation Committee met on March 21, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The draft Bike Share Ordinance proposes a framework to permit and regulate bike share systems in Portland. A tiered system of street occupancy permit fees is proposed to be tied to the number of bicycles within a bike share system and its configuration: Station-based or Stationless. Stationless systems can create more of a burden on enforcement so the per bike street occupancy permit fee is proposed to be higher than for Station-based systems, which provide more structured bicycle parking at specific locations. It is intended for the fees to be similar in total for each type of system for systems with a similar number of bicycles.

To mitigate the anticipated impact on public bicycle parking, it is proposed to have a Bicycle Parking Mitigation provision requiring Stationless system

operators contribute to the amount of bicycle parking available in Portland (totaling 10% of the number of bicycles within their system).

The proposed Sidewalk and Street Occupancy Permit Fee structure is as follows:

Station-less Systems (or Hybrid systems not meeting 50% docking point threshold):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$1500
251 to 500 bicycles	\$2500
More than 500 bicycles	\$ 500 per every additional 250 bicycles or fraction thereof

Annual Renewal Fee (Station-less Systems), per operator per calendar year:

Less than 250 bicycles	\$1000
251 to 500 bicycles	\$2000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Station-based/Hybrid Systems (Station-based systems must provide at least 50% as many docking points as bikes):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$50 per approved docking station.

Annual Renewal Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$25 per approved docking station.

Section 25-31 of the draft ordinance in its elements:

- defines Bike Sharing Systems;
- delegates the authority to develop regulations of the systems to the City Manager including setting insurance and bonding requirements, specifying where parking of bicycles as part of a system is allowed and not allowed and other provisions in sub-section (c) “to ensure the safe and effective operation of such a system”;
- allows the City Manager to set a cap on the number of systems operating within the city;
- calls for annual review of the regulations; and

- establishes that operating a system without a permit is a violation of city ordinance.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 198-17/18
(Tab 19)**

Traffic Schedule Amendment Re: Section of Fore Street to Two-Hour Parking – Sponsored by Jon P. Jennings, City Manager.

Fore Street, between Waterville Street and St. Lawrence Street, is two-way with unrestricted parking on both sides of the street, except during weekly street cleaning events. The requested Council action would adjust the Traffic Schedule from unrestricted parking to 2-hour parking on the north side of this Fore Street block. This would impact six parking spaces.

The development and activity along Fore Street has intensified recently and people in the neighborhood have requested shorter term parking to allow for more turnover.

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

**Order 199-17/18
(Tab 20)**

Order Approving the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 481-07 Supervisors – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative three (3) year agreement with AFSCME Supervisors representing approximately 39 supervisors and foremen. The tentative agreement is within guidance received from Council on September 18, 2017 and additional guidance on February 21, 2018.

The parties have tentatively agreed to a three (3) year contract extension with general wage increases as follows:

- 2% effective retroactive to July 2, 2017
- 2% effective July 1, 2018 plus \$.60 per hour for eliminating stipends and rolling into the hourly wage
- 2% effective July 7, 2019 plus \$.20 per hour for overtime concessions

In addition the City has agreed to implement a longevity step at 12+ years upon Council vote of approval of the new contract.

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AMENDMENTS:

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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 the City Lease Agreement to lease back the property until September 30, 2019.

It is proposed that the City will occupy this 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 relocation and to provide enough time to construct a building addition at the City Canco Road complex.

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. A property location map is included in the agenda backup.

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 use 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 82 Hanover Street property.

This item must be read on two separate days. It was given a first reading on March 19 and postponed to this meeting. Five affirmative votes are required for passage after public comment.

**Order 184-17/18
(Tab13)**

Order Rescinding Order 144-17/18, Authorizing Waterfront Concert Festivals Presented by Waterfront Concerts, LLC on the Maine State Pier – Sponsored by Danielle West-Chuhta, Corporation Counsel.

On February, 5, 2018, the City Council approved Order 144-17/18, which authorized Waterfront Concerts, LLC to use the Maine State Pier for summer concerts. Prior to this, Alexander Gray, Waterfront Concerts, LLC's owner and sole member/manager, was charged with and pleaded guilty to a charge of domestic violence assault.

On April 1, 2018, the victim of that assault emailed the City Manager to introduce herself and provide a link to an open letter describing her experience as a victim of the aforementioned domestic violence. As a result of this letter, members of the City Council requested that an Order Rescinding the Granting of Order 144-17/18 be added to the April 9, 2018 Council agenda for consideration.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 185-17/18
(Tab 14)**

Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Valley Street between Park Avenue and St. John Street- Sponsored by Jon P. Jennings, City Manager.

This order approves a two-party agreement that allows the Maine Department of Transportation to undertake the Valley Street Cyclical Pavement Resurfacing (CPR) Project in 2018.

Approving and signing this agreement confirms the City's intent to construct this project and pay 43.8% of the total cost for paving Valley Street between Park Avenue and St. John Street,

The estimated total cost for this project is \$180,130.00. The City's share would be \$78,880. Maine Department of Transportation's share would be \$101,250.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 186-17/18
(Tab 15)**

Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Park Avenue between St. John Street and Interstate 295 – Sponsored by Jon P. Jennings, City Manager.

This order approves a two-party agreement that allows Maine Department of Transportation to undertake the Park Avenue Cyclical Pavement Resurfacing (CPR) Project in 2018.

Approving and signing this agreement would confirm the City's intent to construct this project and pay 71.6% of the total cost for paving Park Avenue between St. John Street and Interstate 295.

The estimated total cost for this project is \$123,800. The City's share would be \$88,700. Maine Department of Transportation's share would be \$35,100.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

**Order 187-17/18
(Tab 16)**

Order Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2019 Capital Improvement Program in an Amount not to Exceed \$31,648,595 – by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

The FY19-FY23 Capital Improvement Plan ("CIP") has been in development since summer 2017 and has been reviewed by the Finance Committee since their first meeting of 2018. The FY19 Capital Improvement Plan calls for \$15.5M of new bond authorization for general fund CIP projects and \$16.1M of new bond authorization for sewer and stormwater CIP projects. Two orders are required, one authorizing the FY19 CIP bonds, a second appropriating the proceeds and excess fund balance for several projects. A complete listing of the projects being authorized is included within the orders. The City Manager Recommended an amendment to the FY19 CIP at the 4/11/18 Finance Committee meeting and those amendments passed unanimously along with the full CIP and appropriation request.

The City Charter requires the City Manager to prepare a five (5) year rolling capital improvement plan for annual presentation to the city council. Approval of these orders is a critical component of the one-year CIP. City staff is working towards earlier approval of the CIP (last year's CIP was approved in spring 2017).

Earlier CIP approval would allow the City to get projects out to bid sooner, before many of the best contractors have already filled calendars with spring, summer and fall work.

For the past several fiscal years, the CIP borrowings have been designed to ensure no increases to the overall City budget for debt service. Due to an escalating backlog of City capital maintenance, the City Manager has pushed forward a recommendation of an additional \$5M of general fund capital improvement borrowing in the FY19 CIP.

This additional general fund borrowing will trigger a 5 to 6 cent increase in the mil rate beginning in FY20, depending on the interest rates obtained when funds are borrowed in spring 2018.

Approval of the FY19 CIP will allow staff to move forward immediately with the included projects, including many City, School and Sewer/Stormwater projects which are slated to begin during 2018.

This item must be read on two separate days. It was given a first reading on April 9. Seven affirmative votes are required for passage after this meeting's public hearing.

**Order 188-17/18
(Tab 17)**

Order Appropriating Bond Proceeds and Unassigned Fund Balance in an Amount not to Exceed \$34,703,595 for the City's Fiscal Year 2019 Capital Improvement Program – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is a companion order to Order 187-17/18 above.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after this meeting's public hearing.

**Order 189-17/18
(Tab 18)**

Amendment to Portland City Code Re: Bike Share Ordinance – Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability and Transportation Committee met on March 21, 2018 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The draft Bike Share Ordinance proposes a framework to permit and regulate bike share systems in Portland. A tiered system of street occupancy permit fees is proposed to be tied to the number of bicycles within a bike share system and its configuration: Station-based or Stationless. Stationless systems can create more of a burden on enforcement so the per bike street occupancy permit fee is proposed to be higher than for Station-based systems, which provide more structured bicycle parking at specific locations. It is intended for the fees to be similar in total for each type of system for systems with a similar number of bicycles.

To mitigate the anticipated impact on public bicycle parking, it is proposed to have a Bicycle Parking Mitigation provision requiring Stationless system

operators contribute to the amount of bicycle parking available in Portland (totaling 10% of the number of bicycles within their system).

The proposed Sidewalk and Street Occupancy Permit Fee structure is as follows:

Station-less Systems (or Hybrid systems not meeting 50% docking point threshold):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$1500
251 to 500 bicycles	\$2500
More than 500 bicycles	\$ 500 per every additional 250 bicycles or fraction thereof

Annual Renewal Fee (Station-less Systems), per operator per calendar year:

Less than 250 bicycles	\$1000
251 to 500 bicycles	\$2000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Station-based/Hybrid Systems (Station-based systems must provide at least 50% as many docking points as bikes):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$50 per approved docking station.

Annual Renewal Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$25 per approved docking station.

Section 25-31 of the draft ordinance in its elements:

- defines Bike Sharing Systems;
- delegates the authority to develop regulations of the systems to the City Manager including setting insurance and bonding requirements, specifying where parking of bicycles as part of a system is allowed and not allowed and other provisions in sub-section (c) “to ensure the safe and effective operation of such a system”;
- allows the City Manager to set a cap on the number of systems operating within the city;
- calls for annual review of the regulations; and

- establishes that operating a system without a permit is a violation of city ordinance.

This item must be read on two separate days. It was given a first reading on April 9. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 198-17/18
(Tab 19)**

Traffic Schedule Amendment Re: Section of Fore Street to Two-Hour Parking – Sponsored by Jon P. Jennings, City Manager.

Fore Street, between Waterville Street and St. Lawrence Street, is two-way with unrestricted parking on both sides of the street, except during weekly street cleaning events. The requested Council action would adjust the Traffic Schedule from unrestricted parking to 2-hour parking on the north side of this Fore Street block. This would impact six parking spaces.

The development and activity along Fore Street has intensified recently and people in the neighborhood have requested shorter term parking to allow for more turnover.

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

**Order 199-17/18
(Tab 20)**

Order Approving the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 481-07 Supervisors – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative three (3) year agreement with AFSCME Supervisors representing approximately 39 supervisors and foremen. The tentative agreement is within guidance received from Council on September 18, 2017 and additional guidance on February 21, 2018.

The parties have tentatively agreed to a three (3) year contract extension with general wage increases as follows:

- 2% effective retroactive to July 2, 2017
- 2% effective July 1, 2018 plus \$.60 per hour for eliminating stipends and rolling into the hourly wage
- 2% effective July 7, 2019 plus \$.20 per hour for overtime concessions

In addition the City has agreed to implement a longevity step at 12+ years upon Council vote of approval of the new contract.

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

AMENDMENTS:

Tab 1 4-18-18

Draft minutes pending approval on 4-18-2018

IN COUNCIL SPECIAL MEETING APRIL 9, 2018 VOL.133 PAGE 198

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

ANNOUNCEMENTS: Councilor Ray announced that the Health and Human Service Committee will meet tomorrow night to give an update on the STD's and the Needle Exchange. On April 24, 2018, 5:30 in Council Chambers, HHS will hold a public hearing on Paid Sick Leave.

Councilor Costa announced that the School Facility Advisory Committee has met twice and is now looking for recommendation to start request of proposal to begin with Lyseth School.

RECOGNITIONS

Arts in the Chamber, Yellow Tulip Founder Julia Hansen

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Costa and seconded by Councilor Ray to approve the minute of March 19, 2018 Regular City Council Meeting.
Passage 8-0.

PROCLAMATIONS:

Proc 30-17/18 Proclamation Recognizing National Service Day 2018 – Sponsored by Councilor Pious Ali.

APPOINTMENTS:

Order 175-17/18 Order Appointing Wardens and Ward Clerks for the 2018 – Sponsored by Katherine L. Jones, City Clerk.

Warden	Ward Clerk	District/ Precinct
Denise Shames	Anne Rand	1-1
Carol Morrissette	Frank Spring	1-2
Fred O'Keefe	Reta Morrill	1-3
Dennis Martin	Heather Tanguay	2-1
Susan Litchman		2-2
Elaine Spring	Helen Hoglund	3-1
Dale Kinney	Robert Smith	3-2
Constance Reagan	Tim Whitney	4-1
Curtis Powers	Steve Kelly	4-2
Barbara Harvey	Ginny Fischer	5-1
George Smythe	Edmond Szalajeski	5-2

IN COUNCIL SPECIAL MEETING APRIL 9, 2018 VOL.133 PAGE 198

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 8-0.

Order 176-17/18 Order Appointing Election Clerks – Sponsored by Katherine L. Jones, City Clerk.

Motion was made by Councilor Baston and seconded by Councilor Thibodeau for passage. Passage 8-0.

Order 177-17/18 Order Establishing the Climate Planning Process Committee and Appointing Members Thereto – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Thibodeau and seconded by Councilor Duson for passage. Passage 8-0.

Order 178-17/18 Order Nominating Councilor Belinda Ray to the Greater Portland Council of Governments Regional Voice Committee - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Duson and seconded by Councilor Thibodeau to amend Order 177 by adding Councilor Cook and Councilor Ali. Passage 8-0.

Motion was made by Councilor Duson and seconded by Councilor Batson for passage as amended. Passage 8-0.

CONSENT ITEMS:

Order 179-17/18 Order Setting Time for Opening of Polls on June 12, 2018 Re: School Budget Referendum and Portland Water District Trustee – Sponsored by Katherine L. Jones, City Clerk.

Motion was made by Councilor Duson and seconded by Councilor Batson for passage. Passage 8-0.

LICENSES:

BUDGET ITEMS:

Order 180-17/18 Order Receiving and Referring City Manager's Fiscal Year 2019 Municipal Budget to the Finance Committee and Setting Date of Public Hearing on the Fiscal Year 2019 Municipal Budget and Fiscal Year 2019 Appropriation Resolve – Sponsored by Jon P. Jennings, City Manager.

A City Council workshop to discuss the municipal budget will be held on Monday, May 14, 2018, at 4:00 p.m. at City Hall, in City Council Chambers.

The Public Hearing on all municipal budget orders and the Appropriation Resolve will be held by the City Council on May 14, 2018, at 5:30 p.m. at City Hall in City Council Chambers.

Final City Council action on the municipal budget will take place at the City Council meeting on May 21, 2018, at 5:30 p.m.

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 8-0.

COMMUNICATIONS:

RESOLUTIONS:

Resolve 9-17/18 Resolution Adopting a Goal to Reduce Greenhouse Gas Emissions Citywide by 80 Percent by 2050 – Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

Motion was made by Councilor Thibodeau and seconded by Councilor Batson for passage. Passage 8-0.

UNFINISHED BUSINESS:

ORDERS:

Order 181-17/18 Order Approving the Third Amendment to the Amended and Restated Lease with Ready Seafood Co. for Space in the Portland Ocean Terminal – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 8-0.

Order 182-17/18 Order Approving the Third Amendment to the Amended and Restated Lease with Bay Ferries, Limited for Ocean Gateway – Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Ray and seconded by Councilor Duson for passage. Passage 8-0.

Order 183-17/18 Order Approving Airport Improvement Program Grant - Sponsored by Jon P. Jennings, City Manager.

IN COUNCIL SPECIAL MEETING APRIL 9, 2018 VOL.133 PAGE 200

Motion was made by Councilor Batson and seconded by Councilor Thibodeau for passage. Passage 8-0.

Order 184-17/18 **Order Rescinding Order 144-17/18, Authorizing Waterfront Concert Festivals Presented by Waterfront Concerts, LLC on the Maine State Pier – Sponsored by Danielle West-Chuhta, Corporation Counsel.**

This is its first reading.

Order 185-17/18 **Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Valley Street between Park Avenue and St. John Street- Sponsored by Jon P. Jennings, City Manager.**

This is its first reading.

Order 186-17/18 **Order Approving the Agreement between Portland and Maine Department of Transportation Re: Paving Park Avenue between St. John Street and Interstate 295 – Sponsored by Jon P. Jennings, City Manager.**

This is its first reading.

Order 187-17/18 **Order Authorizing General Obligation Bonds to Finance a Portion of the City's Fiscal Year 2019 Capital Improvement Program in an Amount not to Exceed \$31,648,595 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr. Chair.**

This is its first reading.

Order 188-17/18 **Order Appropriating Bond Proceeds and Unassigned Fund Balance in an Amount not to Exceed \$34,703,595 for the City's Fiscal Year 2019 Capital Improvement Program – Sponsored by Jon P. Jennings, City Manager.**

This is its first reading.

AMENDMENTS:

Order 189-17/18 **Amendment to Portland City Code Re: Bike Share Ordinance – Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.**

This is its first reading.

IN COUNCIL SPECIAL MEETING APRIL 9, 2018 VOL.133 PAGE 201

Motion was made by Councilor Duson and seconded by Councilor Ali to adjourn the regular City Council meeting and move into Executive Session Pursuant to 1 M.R.S. §405(6)(E) . Passage 8-0, 6:55 P.M.

Motion was made by Councilor Costa and seconded by Councilor Duson to move out of Executive Session. Passage 8-0, 8:35 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

Order 190-17/18
Tab 2 4-18/18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER DECLARING JUNE 8 TO 10, 2018
THE OLD PORT FESTIVAL SUMMER KICK OFF WEEKEND

ORDERED, that June 8, 2018 to June 10, 2018 is hereby declared to be the 45th annual Old Port Festival Summer Kick Off Weekend, sponsored by Portland Downtown; and

BE IT FURTHER ORDERED, that the Old Port Festival Zone from 4:00 to 8:00 p.m. on Friday, June 8, 2018, shall be Longfellow Square, Congress Square Park, Monument Square and Post Office Park, and the Festival Area all day on Sunday, June 10, 2018 shall include Congress Street sidewalks (both sides from State Street to Franklin Street) and Commercial Street sidewalks (both sides from Union Street to Franklin Street) and be bordered by and within Congress, Pearl, Commercial, Center, Union, and Temple Streets (and both sides of the streets' sidewalks on those bordered streets), as well as the Monument Square area, Federal Street Extension and its sidewalks, Monument Way, One City Center sidewalks, and Free Street sidewalks near Temple Street; and

BE IT FURTHER ORDERED, that the Sunday Old Port Festival area will be reserved for concert attendees and music stages will be set up in the Old Port; and

BE IT FURTHER ORDERED, that the following streets shall be closed to traffic:

On Sunday, June 10, 2018, from 6 a.m. to 6 p.m.

- Exchange Street (from Congress Street to Fore Street);
- Market Street (from Congress Street to Commercial Street);
- Federal Street (from Temple Street to Pearl Street) and Federal Street Extension;
- Middle Street (from Temple/Union Street to Pearl Street);
- Fore Street (from Union Street to Pearl Street);
- Newbury Street (from Pearl Street to Market Street)
- All of Wharf Street, Dana Street, Moulton Street, Milk Street, Silver Street;
- Union Street (from Spring Street and Middle Street to Fore Street); and

BE IT FURTHER ORDERED, that the Sunday June 10 parade will begin at 11:00 a.m. on Federal Street (at intersection with Exchange). Parade participants will march east-bound around the corner to Exchange Street and then march down Exchange, taking a left onto Fore Street, then a right onto Silver – where the parade disbands; and

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

BE IT FURTHER ORDERED, that the Old Port Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code on both Friday, June 8 from 4:00 to 8:00 p.m. and all day on Sunday, June 10, 2018; and

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

1. Portland Downtown shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Portland Downtown shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold or consumed on the streets or public property during the Festival within the area of the Festival;
3. Conditions for use of grounds and requirements for food service, vending sales, stages, and other items specified in a permit issued from the Public Assembly Facilities Division shall be adhered to;
4. The Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival;
5. Portland Downtown shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Old Port Festival;
6. City Departments will provide in-kind services at no charge to Portland Downtown for Sunday's traditional Old Port Festival; and

8. In consideration of the City of Portland's support and in-kind services for the Festival, Portland Downtown shall include the City of Portland logo on all festival publicity; and

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



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

Andrew J. Downs
Director
Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management
DATE: April 2, 2018
RE: **Council Agenda Item – 2018 “Summer Kick-Off Weekend”**

I am requesting that the following order be placed on
the next City Council agenda (Wednesday, April 18):
**Order declaring Friday, Saturday, and Sunday, June 8, 9, 10, 2018,
as the “Summer Kick-Off Weekend.”**

This will be the **45th** Annual Old Port Festival. Portland Downtown is again organizing the Festival, which they have organized for 25 years. The Old Port Festival, which occurs on the Sunday of the Summer Kick-Off Weekend, attracts thousands of people to the Old Port; expected attendance at this year's event is estimated at 40,000+. **“Summer Kick-Off Weekend” will run from Friday, June 8, 2018 to Sunday, June 10, 2018 (Friday 6 to 8pm; Saturday all day; Sunday 11am to 5pm)** and offers musical and visual entertainment, dancing, children's activities, delicious food and drink, and adds a fundraising event, Shop For A Cause: Summer edition, to the weekend. There are no rain dates.

Friday, June 8 kicks off with the 2nd Annual “Square Hop” featuring free outdoor performances in Longfellow Square, Congress Square Park, Monument Square and Post Office Park, from 6pm - 8pm. The Summer Window Display contest will also kick off on Friday night. There will be no street closures required for either of these events. Portland Downtown approved vendors may be set-up in parks and squares on this day.

Saturday, June 9's events: **“Shop for a Cause”** raises funds for a local non-profit and takes place at private businesses during regular business hours. **“Walk the Working Waterfront,”** a partnership between Portland Downtown and Maine Coastal Program, gives attendees a chance to explore the wharfs and piers along Commercial Street, 11am – 3pm. John Spritz oversees the **“Walk the Working Waterfront”** event, for which Portland Downtown provides volunteers, administrative and marketing support. There will be no street closures required for these two events.

Sunday, June 10 is the annual **Old Port Festival**, which runs 11am – 5pm in the Old Port, where streets and parks/squares will be filled with music, entertainment, food, and fun activities. This will be the only day that requires street closures. Only Portland Downtown approved vendors will be allowed to set up on public streets, within the Festival Zone.

(continued)



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

Similar to last year, Portland Downtown is requesting that the locations where Friday's "Square Hop" events are happening be declared Festival Zones: Longfellow Square, Congress Square Park, Monument Square and Post Office Park, (and the adjoining sidewalks), from 4pm - 8pm on Friday; and that for Sunday's Old Port Festival, the Festival Zone shall include the area of the festival as well as Congress Street sidewalks (both sides: from State Street to Franklin Street) and Commercial Street sidewalks (both sides: from Union Street to Franklin Street). The Festival Zone is the area bordered by and within: Congress, Pearl, Commercial, Center, Union, and Temple Streets (and both sides of the streets' sidewalks on those border streets), as well as the Monument Square area, Federal Street Ext. and its sidewalks, Monument Way, One City Center Sidewalks, and Free Street sidewalks near Temple Street (and the afore mentioned Congress Street and Commercial Street corridors).

Portland Downtown will use existing staff and the downtown cadets to enforce the Festival Zone. Street vendors who are not registered as approved event vendors through Portland Downtown will be asked to set-up outside the Festival Zone (for Friday afternoon/evening and all day Sunday).

The Festival Zone/Areas will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of Portland Downtown for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

In addition, some areas of Portland streets and parks/squares need to be set aside for the organizer's use on those 3 festival days.

For Friday, June 8: Longfellow Square, Congress Square Park, Monument Square and Post Office Park, need to be reserved for performances (Approx. 4 - 9pm). Actual performances taking place from 6 - 8pm. Festival Zones stated above.

And for Sunday, June 10: the Festival Zone needs to be barricaded to traffic, streets and parking areas reserved, and parks/squares reserved for the organizer's use. Festival Zones stated above. Streets within the Festival Zone (bordered by Congress, Pearl, Commercial, Center, Union and Temple Streets), will be closed to vehicular traffic from approximately 6am - 6 pm, on Sunday, June 10, 2018. Main thoroughfares (like Congress Street, Pearl Street, Temple Street, Union Street and Commercial Street) stay open to vehicle traffic, but all other streets within the festival zone are closed to vehicles (6am - 6pm), and posted "No Parking."

Those streets include:

- Exchange Street (from Congress St. to Fore St.)
- Market Street (from Congress St. to Commercial St.)
- Federal Street (from Temple St. to Pearl St.)
- Middle Street (from Temple/Union St. to Pearl St.)
- Fore Street (from Union St. to Pearl St.)

(continued)



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

Andrew J. Downs
Director
Public Assembly Facilities Division

- All of Wharf, Dana, Moulton, Milk and Silver Streets
- Newbury Street (from Market St. to Pearl St.)
- Union Street (from Spring/Middle St. to Fore St.)

The Sunday "Old Port Festival" will feature the annual Parade. Beginning at 11am on Sunday, June 10, participants assemble on Federal St. (near Exchange Street), and travel down Exchange St., turn left onto Fore, and right onto Silver St. where it will end. The majority of parade participants are on foot, with the exception of a few bicycles. Streets used for the parade will have already been closed down to vehicles, starting at 6am.

Vehicles in violation of the "No Parking" signs in the Festival Zones shall be towed (at owner's expense).

City Departments will provide in-kind services (except for additional security staff that may be needed at music stages and some intersections) at no charge to Portland Downtown for Sunday's traditional "Old Port Festival" Day, as per the organization's Master & Supplemental Services Agreement with the city.

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

- Portland Downtown shall indemnify the city and hold it harmless from and against all claims arising out of activities during said parade and ceremony, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "Summer Kick-Off Weekend" and its activities;
- Under no circumstances may alcoholic beverages be sold or consumed on the streets of public property of said areas during said Festival;
- Conditions for use of grounds and requirements for food service, vending sales, stages, and other items specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;
- The Business Licensing Office and Public Assembly Facilities Division will charge the usual fees for licensing food vendors, street goods vendors, outdoor concerts, and other needed licenses for the Festival; and

(continued)

Portland, Maine



Yes. Life's good here.

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

Andrew J. Downs
Director
Public Assembly Facilities Division

- In consideration of the City of Portland's support/in-kind services of this Festival, Portland Downtown shall include the City of Portland logo on all Festival publicity.

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 Festival.

Document prepared by Ted Musgrave, PAFD Event Coordinator



**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

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	3.13.18 Revised: 3-20, 3-29	ORGANIZATION NAME	Portland Downtown					
ORGANIZATION ADDRESS	549 Congress Street		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)	Casey Gilbert – Executive Director, Portland Downtown Sally Newhall – Event Coordinator, Seaglass Events		PAFD EM: Peter McFarland / Jake O'Donal					
HOME #	OFFICE	772-6828	CELL		FAX	207-774-4640		
EMAIL	casey@portlandmaine.com		EMAIL	sally@seaglassevents.com				

PARK AREA OR PUBLIC SPACE REQUESTED	For Square Hop (Friday, June 8 th 6pm-8pm): Longfellow Square, Congress Square Park, Monument Square, and Post Office Park. For Old Port Festival (Sunday, June 11 th): Streets, sidewalks, and parks within the entire Old Port Festival Zone.					
EVENT DAY & DATE(S)	FRI	SAT	SUN	June 8, 9, 10, 2018	RAIN DAY & DATE(S) (50% added fee)	NO RAIN DATE
EVENT START TIME (i.e. set-up start time)	June 8 5pm	EVENT END TIME (i.e. when event cleanup is complete)	June 10 5pm	ACTUAL START & END TIME OF EVENT	June 8 6-8pm June 9 All Day June 10 11am-5pm	

EVENT NAME	EXPECTED ATTENDANCE
Summer Kickoff Weekend	40,000 (estimated)
DESCRIPTION OF EVENT:	
Portland Downtown's annual Summer Kickoff Weekend includes the following:	
<ul style="list-style-type: none"> • Square Hop – Friday, June 8th (6pm-8pm) • Shop for a Cause Day – Saturday, June 9th (All Day) • Walk the Working Waterfront – Saturday, June 9th (11am-3pm) • Old Port Festival – Sunday, June 10th (11am-5pm) 	
Square Hop brings music & entertainment to 4 downtown parks: Attendees can "hop" freely from park to park from 6pm to 8pm to enjoy the free outdoor shows. <i>Portland Downtown requires the use of Longfellow Square, Congress Square Park, Monument Square, and Post Office Park for this event.</i>	
Shop for a Cause Day is a shopping event designed to raise funds and awareness for a local nonprofit organization. <i>No special permitting is required for this event.</i>	
Walk the Working Waterfront gives attendees a chance to explore the wharves & piers along Commercial Street. It is part of Summer Kickoff Weekend, but managed by John Spritz of Burgess Advertising. <i>No special permitting is required for this event.</i>	
Old Port Festival offers live entertainment, children's activities, and over 200 registered vendor booths selling food, non-alcoholic beverages, Maine-made arts & crafts, and more. Key areas/attractions include:	
<ul style="list-style-type: none"> • Kickoff Parade at 11am (details below) • Four main music stages (WPOR/Coast Stage at Middle/Temple St; WCLZ Stage at Fore/Silver; and two MAMM Stages – one at Dana/Commercial and one at Moulton/Commercial.) • Children's Area in Post Office Park featuring music, dance groups, and educational performances • Maine Arts & Crafts Area positioned mostly on Market Street area • A new addition - Touch a Truck – is expected to be placed on Federal Street (replacing the children's amusement rides & games) 	

In order for the festival to take place, a large portion of the Old Port will be closed to traffic including: Exchange Street, from Congress to Fore Street; Market Street, from Congress to Commercial Street; Federal Street, from Temple to Pearl Street; Middle Street, from Temple to Pearl; Fore Street, from Union to Pearl; all of Wharf, Dana, Moulton, Milk, and Silver Streets; Newbury Street, from Market to Pearl; and Union Street, from Spring to Fore Street. The festival will also include the sidewalks of both sides of Commercial Street. The festival includes a parade which starts at 11am at the intersection of Federal & Exchange, then proceeds down Exchange Street, takes a left onto Fore Street, then right onto Silver Street where the parade disbands. The streets along the parade route will have been closed to traffic starting at 6am. Some additional "No Parking" signs are needed for Commercial Street area for the parade participants.

Police Officers are provided by the City and additional security personnel (PAFD Staff) are hired by Portland Downtown. Other City staff – including Public Works, the Fire Department, and Inspections – will assist, as well.

Portland Downtown arranges the placement of Porta-Potties throughout the festival zone. City Staff will meet with event organizers in April or May to go over details of events.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: <input checked="" type="checkbox"/> FEE <input type="checkbox"/> PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$ Registration fee varies by vendor

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? Attendees can park in area lots, parking garages, and on-street. Additionally: METRO is offering free rides throughout the weekend.

PLEASE CHECK OFF AND ANSWER:

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

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: Over 200	X		
* Do you wish to set up a tent(s) ? A canopy or tent larger than 10x10 needs to be approved by PAFD Office and a Tent Permit issued from Building Inspections.		X	
* Will you be setting up tables and/or chairs ? Vendors will set-up tables and chairs at their booths.	X		
* Are other items or equipment being placed on City property? Please List: Vendor Booths, Stages for Music, Rock Climbing Wall.	X		
* Will there be refreshments at the event? Yes. Do you wish to sell food ? Individual vendors will sell food & non-alcoholic beverages. (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.: See VENDOR list provided in May 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		
* Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? Yes. 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: See VENDOR list provided in May	X		
* Are you setting up a PA (sound) system ? Yes – at 4 or 5 stage locations for OPF Are you planning on having Amplified Music ? X Band? X DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		
* Will your event require electricity ? Yes , and we hire our own private electrician for day of OPF. Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, Lincoln Park). Elec. at these areas is turned off and needs to be turned on.	X		
* Are you planning on bringing a Grill for a Barbecue ? Some vendors may have grills. 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? Approximately 100+ on Sunday for OPF.	X		

	"No Parking" signs may be purchased at PAFD Office, 212 Canco Rd.			
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: A few orange vests and cones may usually be borrowed/rented from PAFD Office. Barricades and signs are borrowed/rented from Public Works, Customer Service.	X		
*	Will your event require street closures ? YES, for Sunday - same OPF map as last year. Will your event affect METRO BUS ROUTES ? NO	X		
*	Will your event require Police assistance?	X		
*	Will your event require Fire/EMS assistance?	X	X	
*	Will your event require Parking Control assistance?			
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? Yes, we pay for porta-potties to be placed in OPF footprint.	X-14 RENTED		

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? Yes. (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		
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◆ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. You shall also be responsible for any and all deductibles and/or self-insured retentions.

◆ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to tvm@portlandmaine.gov 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. 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	CTG	DATE	3/13/18
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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	CTG	DATE	3/13/18
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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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TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)

Permit Fee for use of area: \$50 - \$200 per hour (i.e. a 3 hour event at \$50 totals \$150) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable) Number of Hours of Use: Approx.	\$ Included in SSA agreement with City of Portland	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$ N/A
		Single Concert (Amplified Sound) License Fee (\$36 per event - if applicable)	\$ TBD
Admin/Staff Fee (support for events): \$30/hour	\$ TBD	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ N/A
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee: \$25, etc.)	\$ N/A
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	\$ N/A

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	3-13-18	DATE REC'D INSURANCE	NEED updated	PERMIT FEE AMT REC'D	\$ N/A	SECURITY DEPOSIT	\$ N/A
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

*Order 191-17/18
Tab 3 4-18-18*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIANE 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 AUGUST 25, 2018
THE PORTLAND FINE CRAFT SHOW FESTIVAL**

ORDERED, that Saturday, August 25, 2018 is hereby declared the Portland Fine Craft Show Festival, sponsored by the Maine Crafts Association; and

BE IT FURTHER ORDERED, that the Portland Fine Craft Show Festival area shall be Congress Street from High Street to State Street, abutting side streets and adjoining sidewalks; and

BE IT FURTHER ORDERED, that Congress Street between High Street and State Street, and the blocks of Avon Street, Vernon Place and Park Street adjacent to Congress Street shall be closed to traffic from 6:00 a.m. to 6:00 p.m. on August 25, 2018; 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 Portland Fine Craft Show Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

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

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

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area;

3. Maine Crafts Association shall be responsible for all fees for a permit issued from the Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;
4. Maine Crafts Association shall be solely responsible for trash clean-up at the festival and is required to leave a Security Deposit on file at the Public Assembly Facilities Division Office;
5. Maine Crafts Association shall be responsible for reimbursing the Police Department, the Parking Division, and the Public Works Department for services, and Public Assembly Facilities Division for staff fees and barricade fees;
6. Maine Crafts Association shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Portland Fine Craft Show Festival;
7. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors the Maine Crafts Association has agreed shall participate; and

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



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management
DATE: March 30, 2018
RE: **Council Agenda Item – Maine Crafts Association Portland Fine Craft Show**

I am requesting that the following order be placed on the next City Council agenda: **Order declaring the "Portland Fine Craft Show" to be held on Congress Street from 9am-4pm on Saturday, August 25, 2018, as a festival. There is no Rain Date.**

Please note: again this year, the WCSH Sidewalk Art Festival (which would usually take place on this same date: Saturday, August 25, and extend down Congress Street, from High to Elm Street) has been canceled, so only the west side of Congress Street (from High Street to State Street) will be closed to vehicular traffic.

The Portland Fine Craft Show is organized by the Maine Crafts Association (MCA). This is the fourth year their event will be held here on Congress Street. Festival organizers are requesting that Congress Street (from High Street to State Street) be closed to vehicular traffic; High Street, at the intersection of Congress Street, would stay open to commuters (same with State Street). Individual vendors will set up 110 10'x10' canopy booth spaces on Congress Street. Sidewalks remain open for pedestrians. Emergency Lane kept open in the middle of street. 5000 attendees are expected for this event. Vendors will sell their crafts to the general public. Organizers will invite 2 or 3 Food Trucks into the festival zone (park on Congress Street near Longfellow Square).

In order for this festival to be held, a portion of Congress Street and abutting side streets need to be closed to vehicular traffic and posted "No Parking." The street closures will extend along Congress Street - High Street to State Street (Longfellow Square) and also include the following side streets: Avon St., Park St., and Vernon Pl. leading up to Congress Street. Streets would be closed from **6:00 a.m. – 6:00 p.m. on Saturday, August 25, 2018 (Festival runs 9am – 4pm)**. The parking ban would extend the same distance and continue from **5am until 6pm, Saturday, August 25, 2018**.

The Festival area (Congress Street itself and the abutting side streets, sidewalks and squares between and including High Street to State Street) will be closed to street vendors and artists pursuant to Section 19-17 of the Portland City Code and is reserved for the use of MCA, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

Vehicles in violation of the "no parking" signs in the Festival Zone (interior roadways) shall be towed at owner's expense.

(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 MCA Portland Downtown Craft Show organizers for the use of the above-described area for said Festival, subject to the following conditions:

- **MCA shall be responsible for reimbursing the Police Dept. and Parking Control Office for services, the Public Works Dept. for services, the Public Assembly Facilities Division for staff fees, barricade fees, and permit fee for use of the street, and the Business Licensing Office for licenses;**
- The MCA Portland Fine Craft Show organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit (amount determined by the Public Assembly Facilities Director or designee) on file at the PAFD Event Office;
- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival;
- The MCA Portland Fine Craft Show organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival;
- Conditions for use of grounds and requirements for food service, vending sales, tent and stage installations, and other items specified in a permit issued from PAFD Office, shall be adhered to; and
- The MCA Portland Fine Craft Show organizers shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the "MCA Portland Fine Craft Show" activities, and the City be endorsed on the policy.

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

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



**CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION
PUBLIC PARK & SPACE APPLICATION (4 pages)**

212 Canco Rd. ~ Portland ~ ME ~ 04103
207-808-5400 x0

Ted Musgrave tvm@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	12/4/2017 REVISED: 12-5, 3-29	ORGANIZATION NAME	MAINE CRAFTS ASSOC					
ORGANIZATION ADDRESS		PO Box 342	CITY	Gardiner	STATE	ME	ZIP	04345
CONTACT NAME(S)		Sadie Bliss, Executive Director; Dorothy Royle, PFCShow Director Tony Alves – PAFD EM						
HOME #	WORK	205-0791	CELL	same	FAX			
EMAIL	sbliss@mainecrafts.org		EMAIL	Dorothy@mainecrafts.org				

PARK AREA OR PUBLIC SPACE REQUESTED		Congress Street (both lanes) – between High and State			
EVENT DAY & DATE(S)	Saturday	8-25-2018	RAIN DAY & DATE(S) (50% added fee)	none	
EVENT START TIME (i.e. set-up start time)	6am	EVENT END TIME (i.e. when event cleanup is complete)	6pm	ACTUAL START & END TIME OF EVENT	9am-4pm

EVENT NAME	EXPECTED ATTENDANCE
Portland Fine Craft Show 2018	5,000

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

A public and free craft show/festival.

PFCs will have 110 exhibitors in their own individual booths selling their handmade goods. Individual vendors will set up 10x10 booth spaces on Congress street (closed to vehicular traffic from 6am-6pm) between High and State streets. A parking ban along Congress Street is needed, from 6am to 6pm.

Sidewalks remain open for pedestrians. EMERGENCY LANE kept open in middle of street.

Some Food Trucks will be invited in to participate (parking in the parking lane). IF A FOOD TRUCK IS PARKED NEAR THE STATE STREET INTERSECTION, IT WILL BE POSITIONED FURTHER BACK – at ONE LONGFELLOW PARKING METERS.

Vehicles in violation of the "no parking" signs in the Festival Zone (interior roadways) shall be towed at owner's expense.
Organizer is hiring a PCO to cover the intersection of Park & Spring., as well as Congress & High and Congress & State. Volunteers to staff the barricades.

Porta-restrooms rented by organizer, placed at various locations along Congress St.

There may be a live music performance at Congress Sq. (arranged and coordinated by Friends of Congress Sq.) in the afternoon.

Organizer will contact UHAUL SHARED CAR organization to discuss getting car relocated for the day.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: <input checked="" type="checkbox"/> FEE <input type="checkbox"/> PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$155- \$200 per vendor

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
Parking will be in lots and on the street. Maine Med lot is reserved for vendors. Many attendees also use public transportation or walk.

PLEASE CHECK OFF AND ANSWER:

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

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: 110	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: ONLY UNDER THE CANOPYS AS PART OF VENDOR DISPLAYS	X		
* Are other items or equipment being placed on City property?		X	
* 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.: A couple of Food Trucks parked on site 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		
* 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: CRAFTS	X		
* Are you setting up a PA (sound) system ?		X	
* Will your event require electricity ?		X	
* Are you planning on bringing a Grill for a Barbecue ?		X	
* Will the event require reserved parking spaces / parking meters ? How many? 40 "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: BARRICADES (6?) 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 ? YES (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gffenton@gpmetrobus.com) to discuss.	X		
* Will your event require Police assistance?	X		
* Will your event require Fire/EMS assistance? (For a large walk/race, it is recommended.)		X	
* Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned?	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		
<p>◆ 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.</p> <p>◆ 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).</p>			

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

ELECTRICITY

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

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Organizer must rent porta-restroom units for this event. Organizer may rent from vendor of their choice.

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	SB	DATE	12/4/2017
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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	SB	DATE	12/4/2017
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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
--	--

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. 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	\$ 2400 due	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$ TBD
Admin/Staff Fee (support for events): \$30/hour	\$ TBD	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ 500 due
Key Deposit: \$50 per key	\$ N/A	Other (Porta-Restroom User Fee: \$25, etc.)	\$ TBD
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$ 500 due	NP Signs: \$1 / \$15 each Cone Rental: \$2 each Barricade Rental: \$5 each Bike Rack: \$10 each	\$ TBD

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	12-5-2017	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$ NEED	SECURITY DEPOSIT	\$ NEED
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT
							\$

Order 198-17/18
Tab 4 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER DECLARING JUNE 9 AND 10, 2018 AS
THE ATLANTIC CUP 2018 FESTIVAL**

ORDERED, that Friday and Saturday, June 9 and 10, 2018 are hereby declared to be the Atlantic Cup 2018 Festival, sponsored by Manuka Sports Event Management LLC; and

BE IT FURTHER ORDERED, that the Atlantic Cup Festival area shall be all of Fort Allen Park, including the circular drive and parking areas of the Eastern Prom Roadway and areas to the left and right of Fort Allen Park; and

BE IT FURTHER ORDERED, that the Fort Allen Roadway shall be closed to traffic from 10:00 a.m. to 4:00 p.m. on June 9 and 10, 2018; and

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

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

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to Manuka Sports Event Management LLC under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. Manuka Sports Event Management LLC shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Manuka Sports Event Management LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area, except in an enclosed Beer and Wine Garden for people 21-years-old and older, at which identification will be checked

by Public Assembly Facilities Management Staff and at which all license requirements shall be met;

3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Public Assembly Facilities Division shall be adhered to;

4. Manuka Sports Event Management LLC shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Atlantic Cup Festival;

5. Any public announcement system or other speakers or amplifiers used to amplify music or other sound shall be maintained at a reasonable level and be configured to focus volume on the festival area, limiting sound from affecting residential areas;

6. In addition, the Business Licensing Office shall charge any and all fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors the Manuka Sports Event Management LLC has agreed shall participate; and

7. Manuka Sports Event Management LLC co-promoters Julianna Barbieri and Hugh Piggan shall reimburse the City for all expenses incurred by City department for the Atlantic Cup 2018 Festival; and

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



Sally L. DeLuca
Director

Department of Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Andrew J. Downs, Director of Facilities
DATE: April 4, 2018
RE: Atlantic Cup 2018

I am requesting that the following order be placed on the (April 18th) City Council agenda: Order authorizing; Atlantic Cup 2018 as a "Festival", scheduled for Saturday June 9th & Sunday, June 10th, 2018 (with load in prior to the event on Saturday June 9th, 2018 and load out following the event on Sunday June 10th, 2018)

The festival area will include: All of Fort Allen Park.

The Atlantic Cup is the only race of its kind in the United States. Teams of just two race in 40 foot race boats up the eastern seaboard, pushing both themselves and their boats to the limit.

The goal of the Atlantic Cup is that "All events and race operations are organized with the highest emphasis on environmental sustainability. What that means is that every detail is scrutinized to insure that the Atlantic Cup leaves no trace and partners can be assured that they will be supporting an event that takes good care of our planet." The Atlantic Cup is the only U.S. race to be carbon neutral 3 years in a row. At the race festival (Fort Allen), guests will find sponsor activities, music and a beer garden.

The Sailing race will start at about 10am each day on the water and end around 4pm. They are in contact with the US Coast Guard, Portland Harbormaster, Casco Bay lines and Lionel Plante Association (Barges) among other Maritime groups. Please see the attached course map.

The Festival Area Race Village each day and the Fort Allen loop will be closed off to traffic and overseen/administered by Public Assembly Facilities Management Staff.

Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a reasonable level; and be configured by Manuka Sports Event Management, LLC, it's contractor and the City to focus volume with in the festival area and its immediate environment, limiting any sound impacts in residential areas.

Beer would be available in a restricted area, to which access would be limited to those twenty one (21) and over. All IDs will be checked by Public Assembly Facilities



Sally L. DeLuca
Director

Department of Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

Management Staff. The event will also include merchandise and food vendors. All vendors will require the appropriate permits and licenses.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Manuka Sports Event Management Group for the use of the above-described area for said events, subject to the following conditions:

- The Manuka Sports Event Management **Co-Promoters, Julianna Barbieri and Hugh Piggini**, shall reimburse the City for all expenses incurred by City Departments for said **2018 Festival**.
- Under no circumstances may alcoholic beverages be sold or consumed on the streets or public property of said area during said festival, other than an area approved by Portland City Council;
- The Manuka Sports Event Management Staff 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
- The Manuka Sports Event Management 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 "**Atlantic Cup 2018**" 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.

This would be the 2nd year for the Atlantic Cup to race in Portland. City staff is supportive of this event.



**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

Tony Alves talves@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		6/8/17 Revised: 9-18	ORGANIZATION NAME		The Atlantic Cup				
ORGANIZATION ADDRESS			14 Bedlow Ave	CITY	Newport	STATE	RI.	ZIP	02840
CONTACT NAME(S)		Hugh Piggin – Race Director Juliana Barbieri		Sam Holliday – Race Manager		PAFD EM: Tony Alves			
HOME #	WORK	401-619-4840	CELL	401-662-9261	FAX				
EMAIL	sam@manukasem.com			EMAIL	hugh@manukasem.com julianna@ManukaSEM.com				

PARK AREA OR PUBLIC SPACE REQUESTED		Fort Allen Park Park Roadway closed to vehicles during event time							
EVENT DAY & DATE(S)		Sat 6/9/2018 Sun 6/10/2018		RAIN DAY & DATE(S) (50% added fee)		N/A			
EVENT START TIME (i.e. set-up start time)		5am 6/9	EVENT END TIME (i.e. when event cleanup is complete)		7pm	ACTUAL START & END TIME OF EVENT		10:30am-5:30pm each day	

EVENT NAME	EXPECTED ATTENDANCE
he Atlantic Cup	1000 per 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).

Class 40 professional sailing race out in Casco Bay. spectator area and race village at Fort Allen Park.
Atlantic Cup Races..... Sat June 9 + Sun June 10
Organizer will contact Casco Bay Lines and Barge Companies (as those routes are on the race course).
Harbor Master and Coast Guard to be involved/notified by organizers.

Small Festival at Fort Allen Park (with Beer Garden)... running 10:30am – 5:30pm each day.
Setup will begin 5am sat. morning. Breakdown lasting until 7pm on sun.

festival is free admission; there is a cost for food, refreshments, t-shirts, etc. some music at Gazebo Food Trucks / Booths on site
booths may have small pop up tents.

FAP would need to have lots of parking spaces reserved..... and most likely PARK shut down to vehicle traffic during the event time

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: <u> N/A </u> FEE <u> N/A </u> PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$
	STUDENT	\$
	FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *Visitors will use local garages / parking lots*

PLEASE CHECK OFF AND ANSWER:

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

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: 4	X		
* Do you wish to set up a tent(s) ? (A canopy or tent larger than 10x10 needs to be approved by PAFD Office and a Tent Permit issued from Inspections Division; please call Inspections – 874-8703 – (buildinginspections@portlandmaine.gov) for information on their application process / PLEASE give them at least a 2-week notice). PAFD will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): Exact Location(s) of Tent Placement Requested: In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.			X POSSIBLY, DEPENDING ON SPONSOR NEEDS
* Will you be setting up tables and/or chairs ? How many tables: chairs: <i>Amount will be determined by vendor needs, but likely 1 table and chair per vendor</i>	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:			X – POSSIBLY DEPENDING ON SPONSOR NEEDS
* 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.: TBD 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		
* 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		
* Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band? X 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). 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).	X		
* Will your event require electricity ? Electricity is available at some of the parks &	X		
* Are you planning on bringing a Grill for a Barbecue ?		X	
* Will the event require reserved parking spaces / parking meters ? How many? Spots on horseshoe of Fort Allen park "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 (gffenton@gpmetrobus.com) to discuss.	HORSESHOE PARK ROAD		
* 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 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	X		

	site are through Associated.			
*	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		
---	---	---	--	--

◆ If you answered YES, you shall procure and maintain commercial and/or product liability insurance in an amount of at least \$400,000 combined single limit, covering claims for bodily injury, death, and property damage at your event. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement for coverage for the event, only in those areas where governmental immunity has been expressly waived by 14 M.R.S.A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit shall not be deemed a waiver of any immunities or limitations of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law.

- ◆ The insurance certificate shall be sent to tvm@portlandmaine.gov and must state with no exceptions one of the following:
- 1) The policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).
 - 2) The policy contains a general liability extension endorsement by which the City of Portland is made an additional insured pursuant to the date of the event (and rain date).

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

ELECTRICITY

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

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*East End Beach). 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!

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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.

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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	JB	DATE	6/8/17
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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	JB	DATE	6/8/17
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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 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. 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 + 10	\$ 600 + 500 EST: \$1100 due	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$?
Admin/Staff Fee (support for events): \$30/hour	\$ TBD	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ 500 due 250 due
Key Deposit: \$50 per key	\$ N/A	Other (Porta-Restroom User Fee: \$25, etc.) NP Signs: \$1 / \$15 each Cone Rental: \$2 each Barricade Rental: \$5 each Bike Rack: \$10 each	\$ units need to be rented
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$ 200 ?		

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	9-18-2017	DATE REC'D INSURANCE	need	PERMIT FEE AMT REC'D	\$ need	SECURITY DEPOSIT	\$ need
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

*Order 193-17/18
Tab 5 4-18-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Crown Jewel, LLC dba Crown Jewel. Application for a Class I FSE with Outdoor Dining
on Private Property at 255 Diamond Avenue.**

March 22, 2018

Alexandra Wight
Crown Jewel / The General Store at Diamond Cove
255 Diamond Ave.
Great Diamond Island, ME 041019

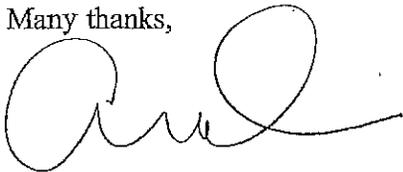
Dear Mayor Strimling and Members of the City Council:

I am writing to request outdoor dining on private property for both Crown Jewel and The General Store at Diamond Cove on Great Diamond Island. This space was formerly The General Store at Diamond Cove. Over the past several months, we have redesigned the interior to accommodate two businesses: Crown Jewel, the restaurant, and an updated General Store at Diamond Cove. Both businesses are seasonal, operating from Memorial Day to Columbus Day only.

The space is currently permitted for outdoor dining on private property under The General Store at Diamond Cove. However, we would like Crown Jewel patrons to be able to enjoy the deck in addition. We do not plan to have large, round seated tables on the deck like years prior. Rather, we intend to have several small standing hightop tables spread throughout the space. Our hope is that General Store patrons will continue to enjoy their sandwiches and non-alcoholic beverages at these tables and Crown Jewel patrons will be served cocktails and limited snacks (I've included this menu with our application) while they wait for tables in the interior.

Please do not hesitate to reach out should you require anything additional. I am more than happy to provide whatever it is you may require.

Many thanks,

A handwritten signature in black ink, appearing to read 'Alex', written in a cursive style.

Alexandra Wight
Owner, Crown Jewel and The General Store at Diamond Cove

Portland, Maine



Yes. Life's good here.

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

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Crown Jewel Phone: 207-766-3000
Location Address:	255 Diamond Ave, Great Diamond Island, ME Zip: 04109
If new, what was formerly at this location:	The General Store at Diamond Cove
Mailing Address:	296 Hicks St. Brooklyn, NY Zip: 11201
Contact Person:	Alexandra Wight Phone: 207 232 3044
Contact Person Email:	alexandra.collins@gmail.com
Manager of Establishment:	Alexandra Wight Date of Birth: 2/16/82 Phone: 207 232-3044
Owner of Premises (Landlord):	''
Address of Premises Owner:	296 Hicks St. Brooklyn, NY Zip: 11201

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	
Crown Jewel LLC		296 Hicks St., Brooklyn, NY Zip: 11201	
Contact Person:	Alexandra Wight	Phone:	207 232 3044
Principal Officers			
Title	Date of Birth	Residence Address	
Alexandra Wight	Owner	296 Hicks St., Brooklyn, NY 11201	

About Your Establishment

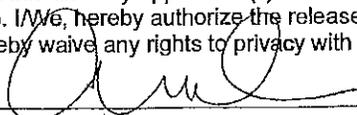
Class of Liquor License:	Class E	
Type of food served:	local, seasonal, seafood	
Please circle all that will be served:	Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Liquor <input checked="" type="checkbox"/>	
Projected percentage of sales:	Generated from Food: 75%	Generated from Alcohol: 25%
Hours & days of operation:	closed Closed Tuesday only. All other days 11AM - 10PM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<input checked="" type="checkbox"/>
If No, please explain:	
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 PRIVATE 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? <u>May 22, 2018</u>	
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): <u>The General Store at Diamond Cove</u>	
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 Alexandra Wignat do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

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

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

Signature  Title Owner Date 3/21/18

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

<input checked="" type="checkbox"/> Outdoor Dining on Private Property \$125.00	<input checked="" type="checkbox"/> Legal Advertisement Deposit \$100.00
---	--

Business Information			
Business Name (d/b/a):	Crown Jewel	Phone:	207 766-3000
Location Address:	255 Diamond Ave., Great Diamond Island, ME 04109 Zip:		
Mailing Address:	296 Hicks St., Brooklyn, NY 11201 Zip:		
Contact Person:	Alexandra Wight	Phone:	207 232-3044
Contact Person Email:	alexandra.collins@gmail.com		
Manager of Establishment:	Alexandra Wight	Date of Birth:	2/6/82
		Phone:	207 232-3044
Owner of Premises (Landlord):	Alexandra Wight		
Address of Premises Owner:	296 Hicks St., Brooklyn, NY 11201 Zip:		

Owner Information

Corporate Name		Corporate Mailing Address	
Crown Jewel LLC		296 Hicks St., Brooklyn, NY 11201 Zip:	
Contact Person:	Alexandra Wight	Phone:	207 232-3044
Principal Officers	Title	Date of Birth	Residence Address
Alexandra Wight	Owner	2/6/82	same as above

About Your Establishment

Class of License:	Class I
Type of food served:	local, seasonal, seafood
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:	closed Tuesdays, all other days 11 AM - 10 PM
Number of Tables	10 11 12 13 14 15 9
Number of Chairs	no chairs for outdoor dining

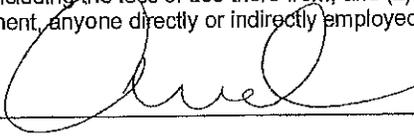
Design and Construction

- 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 permitting@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 Owner Date 3/21/18

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 checked="" 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 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: Crown Jewel, LLC		Business Name (D/B/A) Crown Jewel	
APPLICANT(S) –(Sole Proprietor) Alexandra Wight 02/06/1982		DOB: 02/06/1982	
Physical Location: 255 Diamond Ave.		City/Town State Zip Code Great Diamond Island ME 04109	
Address 296 Hicks Street		Mailing Address 296 Hicks Street	
City/Town State Zip Code Brooklyn, NY 11201		City/Town State Zip Code Brooklyn NY 11201	
Telephone Number Fax Number 207-232-3044		Business Telephone Number Fax Number 207-766-3000	
Federal I.D. # 82-4343724		Seller Certificate #: or Sales Tax #: 1189558	
Email Address: Please Print alexandra.collins@gmail.com		Website: www.crownjewelportland.com	

If business is NEW or under new ownership, indicate starting date: 02/02/2018 (LLC filing date)

Requested inspection date: April 15, 2018 Business hours: Proposed 11:00 AM - 10:00 PM

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: n/a
2. State amount of gross income from period of last license: ROOMS \$ n/a FOOD \$ n/a LIQUOR \$ n/a

3. Is applicant a corporation, limited liability company or limited partnership? YES NO
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.

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

10092 The General Store at Diamond Cove (Use an additional sheet(s) if necessary.)
 License # Name of Business
255 Diamond Ave. Great Diamond Island, ME 04109
 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: Self, Alexandra Wight
7. Business records are located at: 296 Hicks Street, Brooklyn, NY 11201
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
Alexandra Collins Wight (maiden is Alexandra Reed Collins)	02/06/82	New York, NY
Austin Rocky Hunter	04/09/85	Denver, CO
Angela Marie Cochran	08/31/83	Kennewick, WA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Alexandra Collins Wight - Brooklyn, NY		
Austin Rocky Hunter - Denver, CO, Portland, ME		
Angela Marie Cochran - Denver, CO, North Haven, ME		

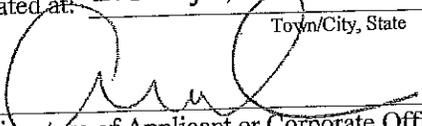
11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)
12. 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)** Small restaurant, proposed 35 seats at tables and two counter bars. Former General Store at Diamond Cove on Great Diamond Island.
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: 3/12/18
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? none on island
- Which of the above is nearest? n/a
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: husband and mother

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: Brooklyn, NY on March 9, 2018
Town/City, State Date

Please sign in blue ink


 Signature of Applicant or Corporate Officer(s)
Alexandra C. Wight
 Print Name

 Signature of Applicant or Corporate Officer(s)

 Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 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.

1. Exact legal name: Crown Jewel LLC

2. Doing Business As, if any: _____

3. Date of filing with Secretary of State: 02/02/18 State in which you are formed: ME

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

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

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Alexandra Wight	296 Hicks Street Brooklyn, NY 11201	2/6/82	Owner	100
	114 Pierrepont Street, 3 Brooklyn, NY 11201			
	174 Pacific Street, 1H Brooklyn, NY 11201			

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

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

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

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

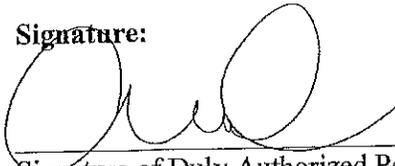
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



03/09/18

Signature of Duly Authorized Person Date

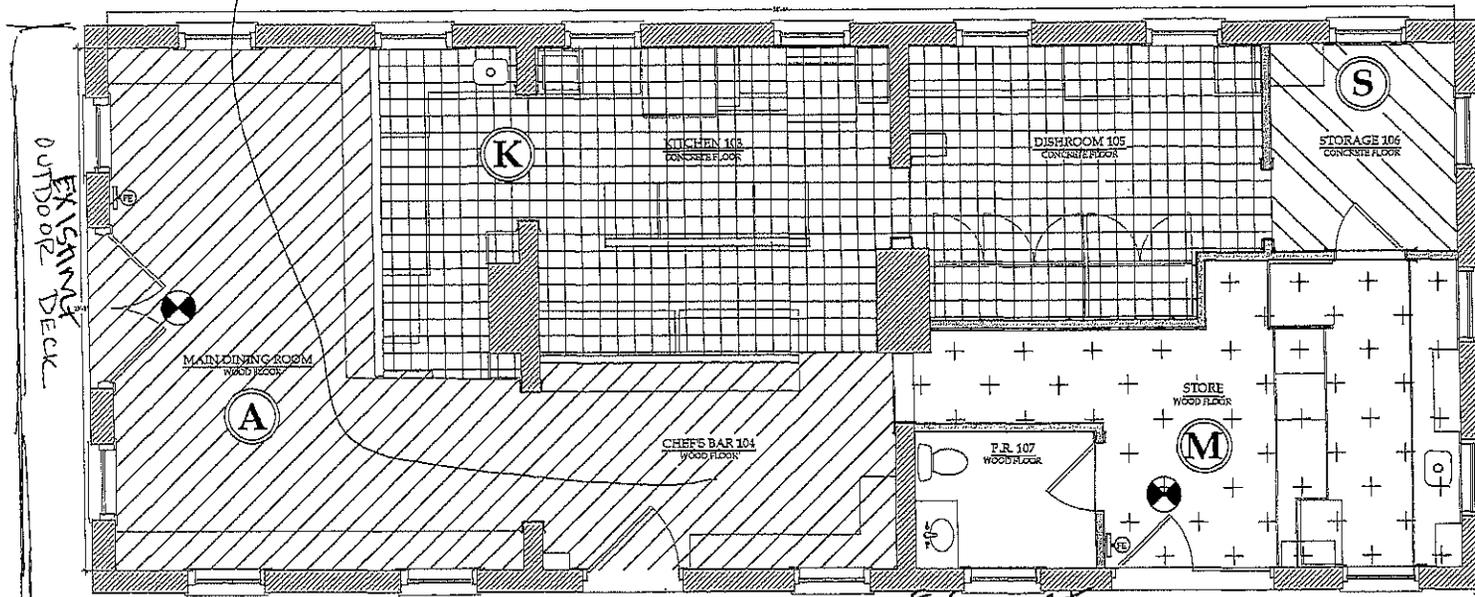
Alexandra Wight

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

This L-shaped area is where we are requesting liquor (indoor) consumption.



OCCUPANCY CALCULATION:

ASSEMBLY		A: 450 SF / 15 = 31 OCCUPANTS
KITCHEN		K: 455 SF / 200 = 3 OCCUPANTS
MERCANTILE		M: 155 SF / 60 = 3 OCCUPANTS
STORAGE		S: 74 SF / 300 = 1 OCCUPANT
		TOTAL: 38 OCCUPANTS

- EXIT SIGN
- FIRE EXTINGUISHER

GREAT DIAMOND ISLAND GENERAL STORE

Code Summary 22 January 2018
 Project Description: Change of Occupancy Classification from mixed Residential/Mercantile to Business/Mercantile, Proposed Use: Restaurant & General Store. Restaurant use classified as Business not Assembly (under 50 occupants).
 Code references: MIBBC, IBC 2009, NFPA 101 2009, City of Portland Chapter 11.
 Occupancy: Mixed B/M Business & Mercantile IBC 303.1 exception 1
 Construction Type: IIB IBC Table 503, 601, unprotected/not sprinklered
 Height and Area limits: 3 stories 19,000 SF allowable IBC Table 503 (1 story 1,250 SF actual)
 No separation requirements, IBC Table 508.4
 Alterations Level III, IEBC Chapter 9, change of use R/M to B/M
 Corridor rating not required IBC 1010.1 exception 4
 Number of exits required: 1 IBC 1015.1, <49 occupants and <75' travel (2 provided)
 Mercantile Class: C, NFPA 101 36.1.4.2.1
 Single means of egress allowed: NFPA 101 36.2.4.4 (2 provided)
 Detection, alarm, & communication: None required, NFPA 101 38.3.4
 Fire Extinguishers: Required NFPA 101 38.3.5 (Type A/B/C, 1 at each exit)

1 CODE PLAN
 Scale: 1/2"=1'-0"

EXISTING OUTDOOR DECK

Requesting liquor consumption at standing tables on outdoor deck. Please see next sheet

for architect rendering of existing deck.

86 PONDFIELD ROAD WEST, BRONXVILLE, NEW YORK 10708

DIAMOND COVE GENERAL STORE
 CODE PLAN, ROOM AREA

GENERAL STORE GREAT DIAMOND ISLAND
 PORTLAND, MAINE 04103

MRS. ALEXANDRA WRIGHT
 NASTASI VAIL DESIGN, LLC

1/23/18
 1/2"=1'-0"
 CL1

Bar Snacks, Deck Menu

Hand-cut fries

Maine greenthumb potato | porcini dust | pecorino | truffle aioli 7 vo/gf

Sweet & spicy bacon skewer 3|6|12

North country slab bacon | chili rub | burnt onion & tomato jam 9|16|28 gf

Smoked mackerel rillet *

Duck trap smoked mackerel | parmesan tuile | 64c quail egg | yuzu 11

Fryburg potato & caviar *

Pommes ruban | creme fraîche | tobiko | lime | chive 13 gf

Fried green things

Seasonal green vegetables | apricot harissa | roast almond 8 vo/gf

Simple bread

House focaccia | provence butter | maldon salt 6 vo

Hand-cut fries
Maine greenthumb potato | porcini dust | pecorino | truffle aioli
Sweet & spicy bacon skewer

North country slab bacon
bacon | chili rub | burnt onion & tomato jam

Smoked mackerel rillet
Duck trap smoked mackerel | parmesan tuile | 64c quail egg | yuzu

Fryburg potato & caviar
Pommes ruban | creme fraiche | caviar | chive blossom

Fried green things
Seasonal green vegetables | apricot harissa | roast almond

Raw Bites & Oysters

Atlantic crudo
Tomato water | cucumber | lemon peel | basil | pine nut dukkah

Raw oyster on half shell
Rose petal mignonette | shaved ice

Oyster slider
Fried oyster | burnt onion & tomato jam | asparagus | lemon aioli |
basil

Smaller Plates

Summer lettuce
Black pepper sabayon | fried white anchovy | parmesan | garlic bread
"lace"

Carrot "lox"
Cured heirloom carrot | dill creme fraiche | rye crouton
everything bagel vinaigrette

Butter poached lobster
Vanilla parsnip puree | fingerling potato | fennel | blood orange

New England shrimp

Black Tiger shrimp | north country slab bacon | asparagus
sourdough muffin | lemon aioli

Larger Plates

Pan seared cod

Saffron sofrito | spanish chorizo | cannellini bean | red russian kale
pickled peppers | tomato confit

Chicken duo

Thigh meat presse | “chickarones” | mushroom risotto | celery
emulsion | carrot | pearl onion

Gnocchi verde

English pea pistou | spring onion | jicama | asparagus | pecorino

House burger

Ground chuck | American cheese

Add-ons: tomato and burnt onion jam | candied bacon | truffle aioli

3/23/2018

City of Portland Mail - Re: Crown Jewel-Liquor



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Crown Jewel-Liquor

Fri, Mar 23, 2018 at 3:43 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>

PD has no objections.

Kevin C.

On Fri, Mar 23, 2018 at 1:13 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Crown Jewel, 255 Diamond Ave (GDI) for a Class I FSE with Outdoor Dining on Private Property.

The information has been added to Energov. You may email me your 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 #: MIQ99D537937

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-03-26) :

Inquiries Name(s) ALEXANDRA WIGHT (1982-02-06)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

March 27, 2018

Crown Jewel LLC
296 Hicks Street
Brooklyn NY 11201

**Re: Crown Jewel, LLC dba Crown Jewel. Application for a Class I FSE with
Outdoor Dining on Private Property at 255 Diamond Avenue.**

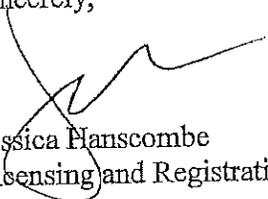
Dear Alexandra Wight,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday April 18, 2018 at 5:30 p.m.**, for the review of application for a Class I FSE with Outdoor Dining on Private Property at 255 Diamond Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on April 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Crown Jewel, LLC dba Crown Jewel. Application for a Class I FSE with Outdoor Dining on Private Property at 255 Diamond Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 194-17/18
Tab 6 4-18-18*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

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

**Lio LLC dba Lio Restaurant. Application for a Class I FSE with Outdoor Dining on
Private Property at 3 Spring Street.**

LIO Restaurant
3 Spring St
Portland, ME 04101



LIO LLC contact
Cecile Stadler
cecile@lio-maine.com
cell: 207-299-2068

March 22, 2018

Dear Mayor Strimling & Members of the Portland City Council,

Attached please find our application to establish a new restaurant with a license to serve alcoholic beverages. The restaurant will be called **Lio Restaurant** and be located at 3 Spring Street in the Six City Center block. My daughter and I currently own and operate two other restaurants in Maine: BaoBao Dumpling House in Portland's West End and Tao Yuan Restaurant in Brunswick. The concept of Lio is to offer a wide variety of wines by the glass, including many high end wines that are typically not available by the glass, with menu options specifically paired with the wines. The cuisine will be modern European offered on small plates, allowing diners to have food & wine typical of fine dining restaurants without the time or cost commitment of fine dining. The layout of the restaurant is designed around a serpentine bar configuration, that allows diners to cluster in groups around the curves, as well as a chef's table and private dining room. The space also has a deck and patio. It is an amazing location with a unique layout that we believe will be a unique and welcome addition to the already diverse restaurant scene in Portland.

The owners of the restaurant are myself, my daughter, Cara Stadler, and Owen Price. My daughter is a 2014 Food & Wine Best New Chef, and five times nominated James Beard Rising Star Chef. Owen Price has lived in Vietnam where he cooked the local cuisine for a year, and has also worked for James Beard winner Marc Vetri in Philadelphia learning regional Italian cuisine. We are all delighted to call Maine our home.

We are available for questions, comments, concerns, should you have any.

Respectfully,

A handwritten signature in black ink, appearing to read "Cecile Stadler". The signature is fluid and cursive, with a long horizontal line extending from the end.

Cecile Stadler

LIO Restaurant
3 Spring St
Portland, ME 04101



LIO LLC contact
Cecile Stadler
cecile@lio-maine.com
cell: 207-299-2068

March 22, 2018

Re: Outdoor Dining Supplement

Dear Mayor Strimling & Members of the Portland City Council,

Attached please find our application for an Outdoor Dining Permit on Private Property, which is a supplement to our Application for Food Service with Alcoholic Beverage License.

The space we are renting includes both a ~300sf deck and ~600sf patio provided by the building owner, which has an approved permit and has been constructed. Six City Center LLC, the building owner, has provided site plans, deck and patio architectural drawings with elevation/egress details, lighting, railings and drink rail which has been reviewed and approved by all the necessary departments including Historical Preservation. We are simply adding some tables and chairs to take advantage of the space. Copies of their drawings and updated drawings with our planned table layout are included in our application packet.

Please let us know of any questions, comments, concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Cecile Stadler". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Cecile Stadler

Portland, Maine



Yes. Life's good here.

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

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	LIO RESTAURANT Phone: _____
Location Address:	3 SPRING ST Zip: 04101
If new, what was formerly at this location:	vacant for years
Mailing Address:	133 Spring St, Portland, ME Zip: 04101
Contact Person:	Cecile Stadler Phone: 207.299.2068
Contact Person Email:	cecile@lio-maine.com
Manager of Establishment:	Cecile Stadler Date of Birth: 10/8/1955 Phone: 207.299.2068
Owner of Premises (Landlord):	Six City Center LLC
Address of Premises Owner:	6 City Center, 3rd floor, Portland, ME Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Lio LLC		133 Spring St, Portland, ME Zip: 04101	
Contact Person:	Cecile Stadler	Phone:	207.299.2068
Principal Officers			
	Title	Date of Birth	Residence Address
Cecile Stadler	Manager	10/8/1955	133 Spring St, Apt 2, Portland, ME
Cara Stadler	Exec.Chef	10/4/1987	133 Spring St, Apt 1, Portland, ME

About Your Establishment

Class of Liquor License:	Class I	
Type of food served:	modern European	
Please circle all that will be served:	<input checked="" type="radio"/> Beer <input checked="" type="radio"/> Wine <input checked="" type="radio"/> Liquor	
Projected percentage of sales:	Generated from Food: 75%	Generated from Alcohol: 25%
Hours & days of operation:	Wed-Thr (4p-10p), Fri-Sat (4p-11pm), Sun (11a-9p)	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<input checked="" type="radio"/>
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<input checked="" type="radio"/>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<input checked="" type="radio"/>
Will you permit dancing on the premises?	<input checked="" type="radio"/>
Will you permit dancing after 1:00 a.m.?	<input checked="" type="radio"/>
Will you have outside dining? (If yes, an Outdoor Dining Application is required) eventually	<input checked="" type="radio"/>
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="radio"/>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? late Apr / early May	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<input checked="" type="radio"/>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<input checked="" type="radio"/>
If Yes, please list business name(s) and location(s): Tao Restaurant LLC d/b/a BaoBao Dumpling House 133 Spring St, Portland, ME 04101	
Is any principal officer under the age of 21?	<input checked="" type="radio"/>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input checked="" type="radio"/>
If Yes, please explain:	

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

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

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

Signature  Title Managing Member Date 3/15/2018

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

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):	LIO Restaurant	Phone:	207-299-2068
Location Address:	3 Spring St, Portland, ME	Zip:	04101
Mailing Address:	133 Spring St, Portland, ME	Zip:	04101
Contact Person:	Cecile Stadler	Phone:	207-299-2068
Contact Person Email:	cecile@lio-maine.com		
Manager of Establishment:	Cecile Stadler	Date of Birth:	10/8/1955
		Phone:	207-299-2068
Owner of Premises (Landlord):	Six City Center LLC 6 City Center, 3rd floor		
Address of Premises Owner:	Portland, ME 04101	Zip:	

Owner Information

Corporate Name		Corporate Mailing Address	
Lio LLC		133 Spring St, Portland, ME	Zip: 04101
Contact Person:	Cecile Stadler	Phone:	207-299-2068
Principal Officers	Title	Date of Birth	Residence Address
Cecile Stadler	member	10/8/1955	133 Spring St, Apt 2, Portland 04101
Cara Stadler	member	10/4/1987	133 Spring St, Apt 1, Portland 04101

About Your Establishment

Class of License:	Restaurant, Class I
Type of food served:	modern European
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:	W-Th 4-10, F-Sa 4-11, Su 11-9
Number of Tables	5 on patio, 1 central table on deck
Number of Chairs	20 on patio, none on deck (standing, may add bar stools)

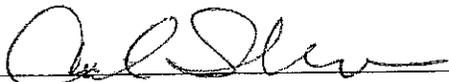
Design and Construction

- 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 permitting@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 Managing Member Date 3/23/2018

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: _____ / _____		

**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 checked="" 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 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: Lio LLC		Business Name (D/B/A) Lio Restaurant	
APPLICANT(S) --(Sole Proprietor) DOB:		Physical Location: 3 Spring St	
DOB:		City/Town	State
Address		Mailing Address	
City/Town		City/Town	
State		State	
Zip Code		Zip Code	
Telephone Number		Business Telephone Number	
Fax Number		Fax Number	
Federal I.D. # 81-3796083		Seller Certificate #: or Sales Tax #: <i>applied for 3/22/2018 online</i>	
Email Address: Please Print cecile@lio-maine.com		Website: lio-portland.me	

If business is NEW or under new ownership, indicate starting date: late Apr / early May

Requested inspection date: _____ Business hours: W-F 4-10p, F-Sa 4-11p, Su 11a-9p

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
2. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

3. Is applicant a corporation, limited liability company or limited partnership? YES NO
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any 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: _____
7. Business records are located at: 133 Spring St, Portland, ME 04101
8. Is/are applicant(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Cecile Stadler	10/8/1955	Detroit, MI
Cara Stadler	10/4/1987	Concord, MA
Owen Price	11/5/1979	Evesham, NJ
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Cecile: Portland, ME; Phippsburg, ME		
Cara: Portland, ME		
Owen: Portland, ME;		
Vietnam; Arcata, CA		

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: Six City Center LLC
attn: Drew Swenson, 6 City Center, 3rd flr, Portland, ME 04101
15. Describe in detail the premises to be licensed: (**On Premise Diagram Required**) upstairs restaurant with future deck and patio for outdoor seating, downstairs storage, office and prep area.
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: 3/15/2018
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? ~1000 ft to New England Secondary School Consortium
Which of the above is nearest? also ~1000 ft to First Parish Unitarian Universalist Church
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO
- If YES, give details: _____

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

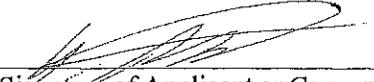
NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: _____ on _____, 20____
Town/City, State Date

Please sign in blue ink


 Signature of Applicant or Corporate Officer(s)

Cecile Stadler
 Print Name


 Signature of Applicant or Corporate Officer(s)

Cecile Stadler
 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: Lio LLC
- Doing Business As, if any: Lio Restaurant
- Date of filing with Secretary of State: 8/29/2016 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Cecile Stadler	Portland, ME Phippsburg, ME	10/8/1955	Managing Member	50
Cara Stadler	Portland, ME	10/4/1987	Executive Chef	50

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

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

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

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

Date of Conviction: _____

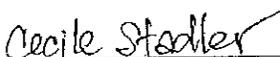
Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

 3/12/2018
Signature of Duly Authorized Person Date


Print Name of Duly Authorized Person

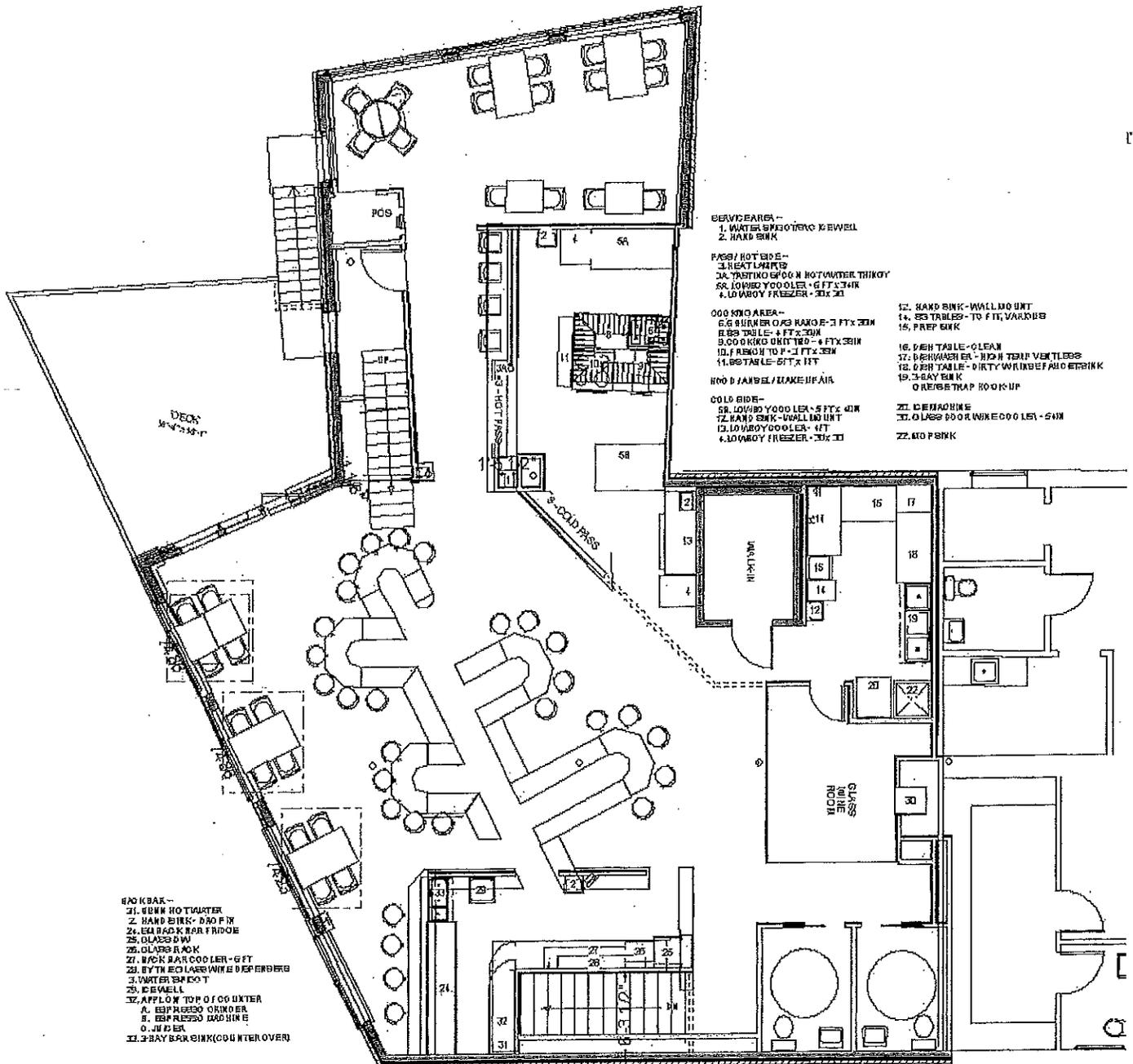
Submit Completed Forms to:

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

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

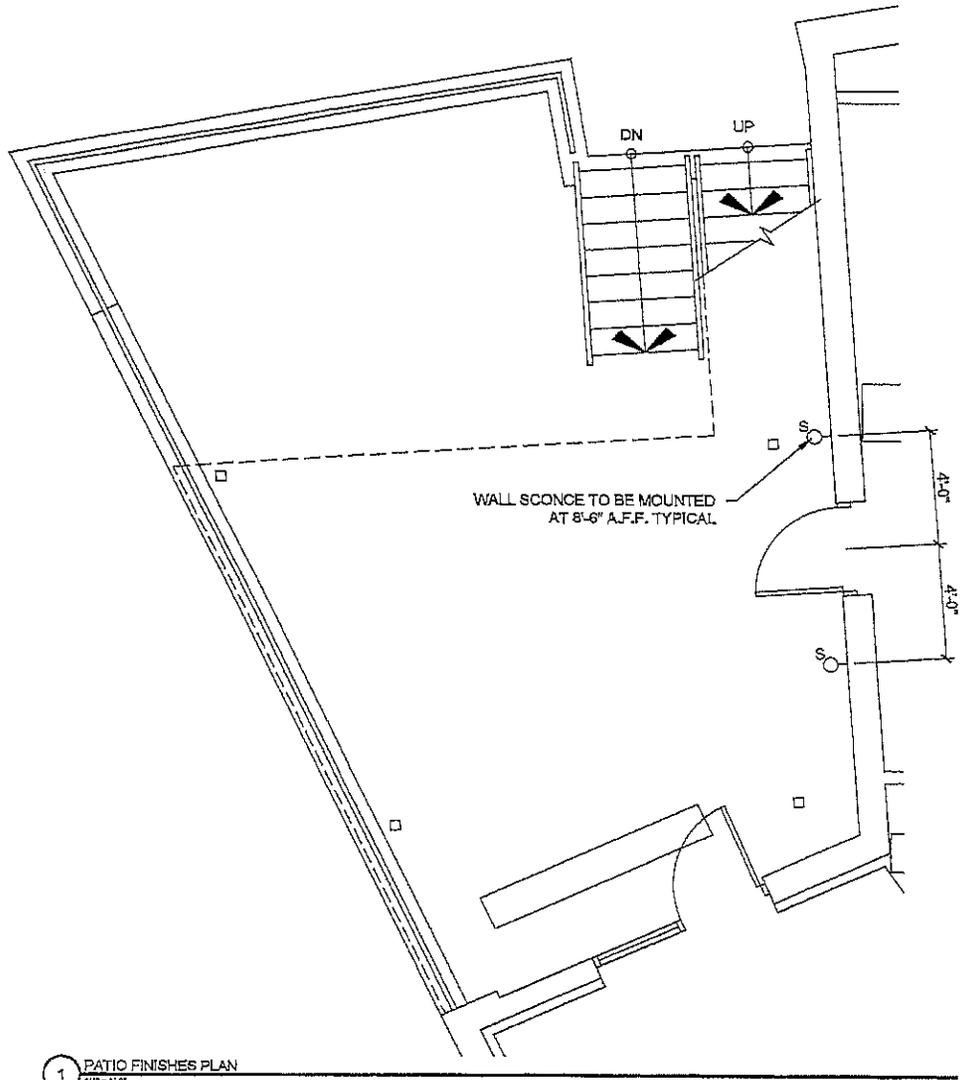
DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

ON PREMISE DIAGRAM



PROJECT NAME
LOCATION

02/22/2017



WALL SCONCE TO BE MOUNTED
AT 8'-6" A.F.F. TYPICAL

1 PATIO FINISHES PLAN
1/4" = 1'-0"

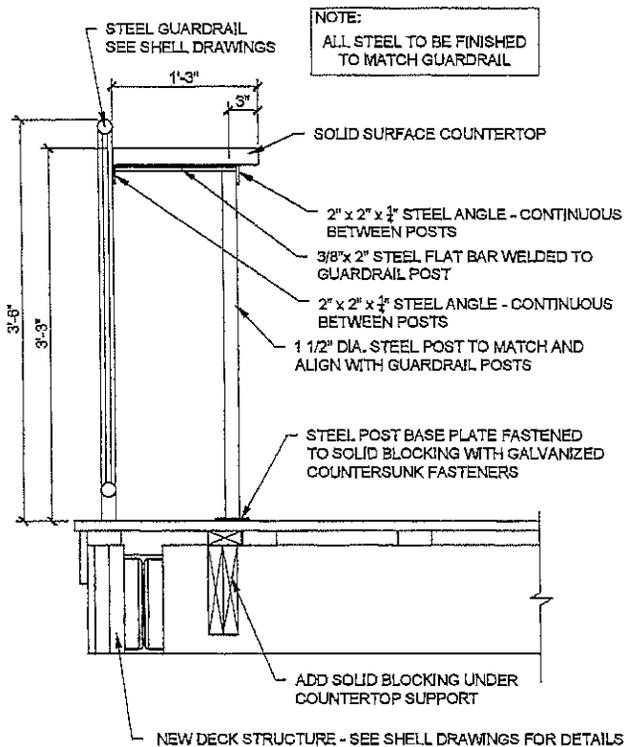


PROJECT No.	1646
SHEET TITLE	PATIO FINISHES PLAN
ASK-01	

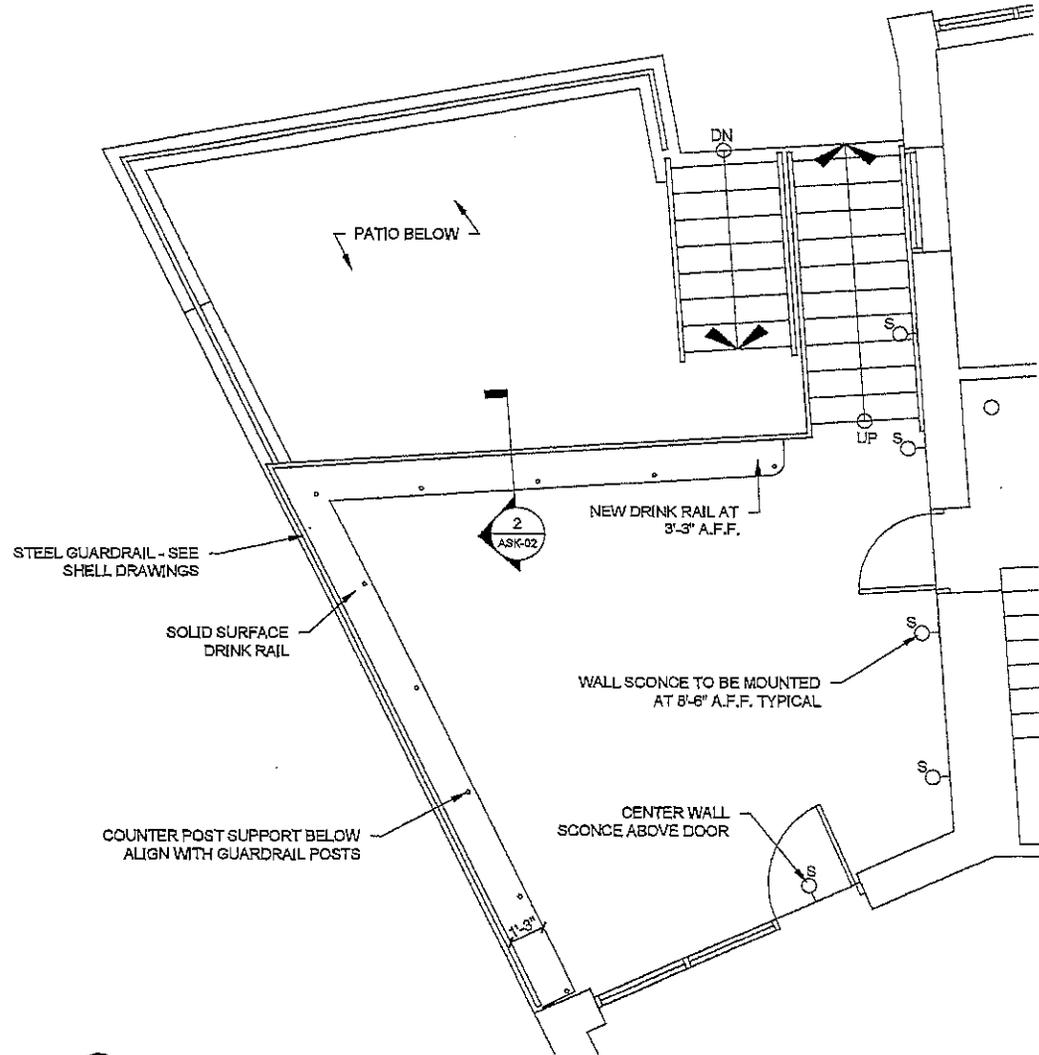


PROJECT NAME
LOCATION

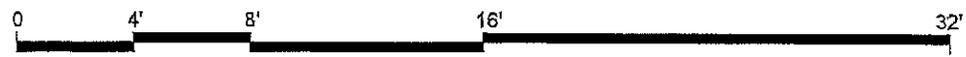
02/22/2017



2 DRINK RAIL SECTION DETAIL
1" = 1'-0"



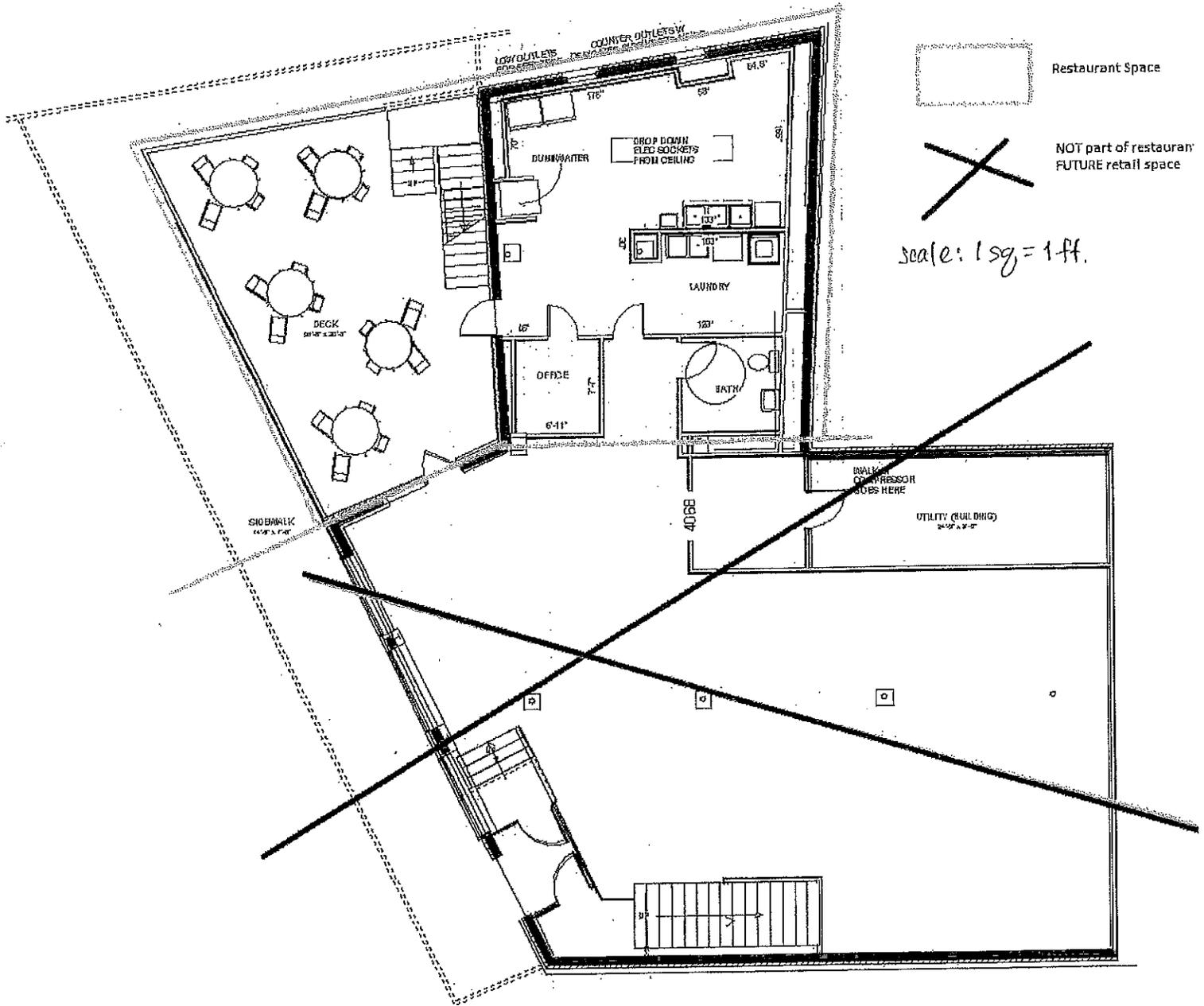
1 DECK FINISHES PLAN
1/8" = 1'-0"



PROJECT No.	1646
SHEET TITLE	DECK FINISHES PLAN

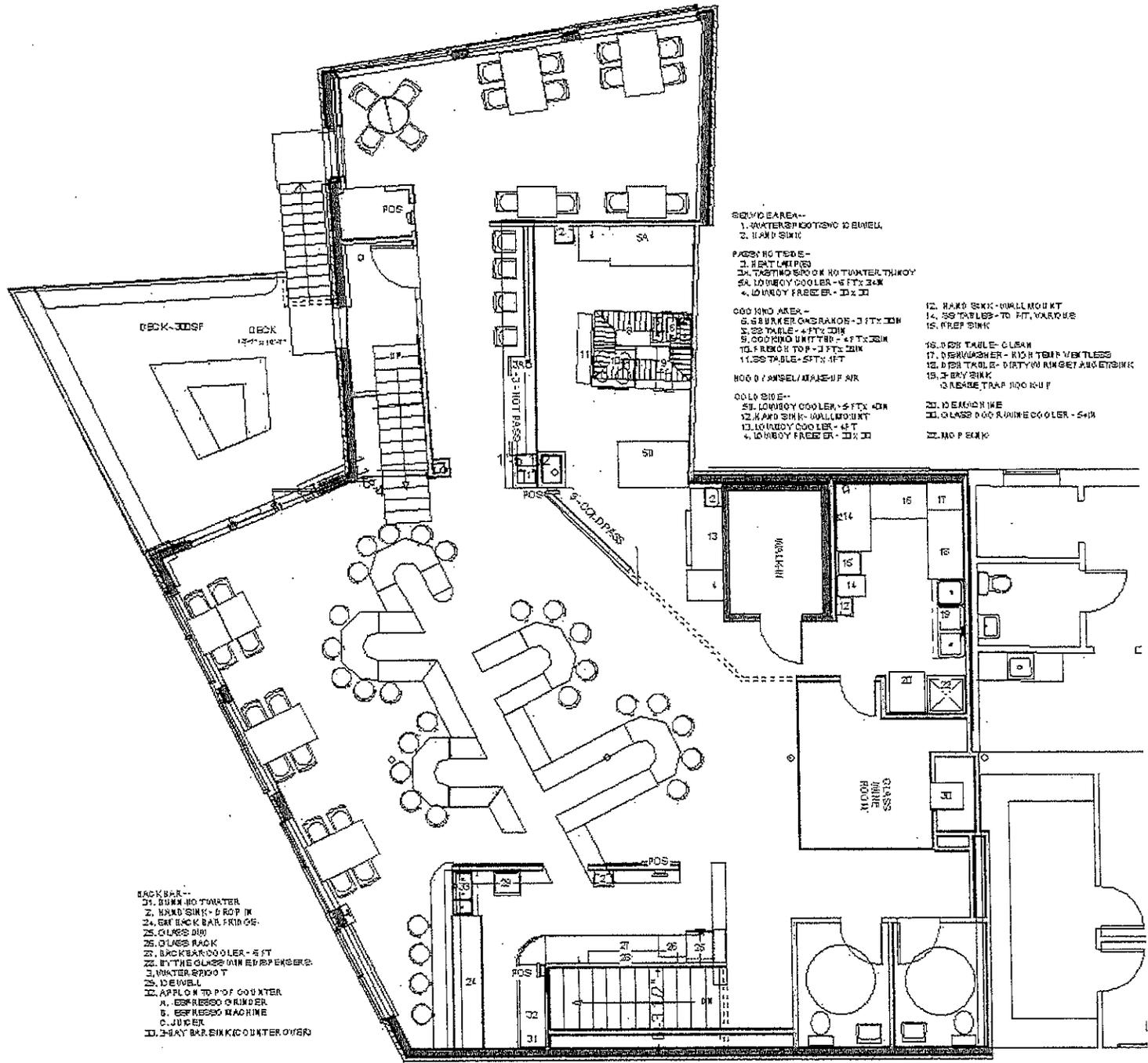
ASK-02





[Dashed Box] Restaurant Space
 [X] NOT part of restaurant FUTURE retail space

scale: 1 sq = 1 ft.



SERVICE AREA--
 1. WATER SINK/TAPING SINKWELL
 2. HAND SINK

PREP HOT TUBS--
 3. HEAT LAMP
 4. TASTING SINK OR HOT WATER TANK
 5A. LOWBOY COOLER - 6 FT X 4 FT
 6. LOWBOY FREEZER - 3 X 3

COOLING AREA--
 7. BURNER ONE/RAKES - 3 FT X 3 FT
 8. 22 TABLE - 4 FT X 2 FT
 9. COOLING UNIT TOP - 4 FT X 2 FT
 10. F. FREEZER TOP - 3 FT X 2 FT
 11. 22 TABLE - 5 FT X 4 FT

HOOD / ANSEL/MAKE-UP AIR

COLD SIDE--
 12. LOWBOY COOLER - 5 FT X 4 FT
 13. HAND SINK - WALL MOUNT
 14. LOWBOY COOLER - 4 FT
 15. LOWBOY FREEZER - 3 X 3

12. HAND SINK - WALL MOUNT
 14. 22 TABLES - TO FIT, VARIOUS
 15. PREP SINK

16. 22 TABLE - CLEAN
 17. DENVUWSENER - HIGH TEMP VENTLESS
 18. 22 TABLE - DIRTY W/ RINGET AND SINK
 19. 22 TABLE
 20. NEAR TRAP HOOD-UP

21. 10 22 TABLE
 22. GLASS BINNING COOLER - 5 FT
 23. HAND SINK

BACK BAR--
 21. WATER TAP
 22. HAND SINK - 8" PROF IN
 23. 22 TABLE BAR FRONT
 24. GLASS BIN
 25. GLASS RACK
 26. BACK BAR COOLER - 5 FT
 27. BY THE GLASS W/IN ESPRESSO
 28. WATER SINK/TAP
 29. SINKWELL
 30. APPLN TO POS COUNTER
 A. ESPRESSO GRINDER
 B. ESPRESSO MACHINE
 C. JUICER
 31. 22 TABLE BAR SINK/COUNTER OVER

GLASS BINNING ROOM

WATER TANK

POS
 5' COLD DRESS

POS

MENU (DRAFT)

Raw

oysters on the half shell, rose, tarragon, bay, black pepper mignonette, whipped crème fraîche – MKT
scallop crudo, parsnip puree, brown butter crumble, chervil, blood orange – MKT

Cold

greens, fried olives, pickled mixed veggies, Spanish anchovy, thyme vinaigrette – 8.88
arugula, radish, preserved Meyer lemon, parmesan, fennel agro dolce vinaigrette – 8.88

Small Plates

endive gratin, ham, béchamel, Dijon mustard, white wine, Gruyere, breadcrumbs – 12.88
duck fat confit fingerling potatoes, melted raclette, thyme, grilled levain, cornichons – 13.88

Cheese Plate

candied nuts, crackers, chutneys, Chef's whim cheeses – MKT

Sliced Meat Plate

mortadella, Iberico ham, country pate, accoutrement – MKT

Chard

scallop feet, anchovies, garlic, chili – 10.88

Parsnip & Potato Latkes

parsnip crème fraîche, chives, gravlax, cornichons, capers, pickled red onion, everything crumble – 13.88

Polenta

sous vide egg, pecorino, parmesan, pickled charred broccolini – 13.88

Extruded Pasta

bucatini, lump crab, chili flake, crab butter, breadcrumbs, olive oil, lemon, parsley – 17.88
daily changing pasta, chef's whim – MKT

Hand Rolled & Stuffed Pasta

potato gnocchi, daily preparation – 17.88
cavatelli, daily preparation – 17.88

Large Plates

16oz Dry Aged Ribeye

balsamic glazed cipollini, bone marrow, lemon zest, parsley butter, Maldon salt – 35.88

Salt Crusted Whole Fish

lemon, parsley, shaved fennel, jeweled rice, dill, parsley, cilantro – MKT

Porchetta,

arugula, pan jus – 24.88

Dry Aged Duck Breast

creamed spinach, spaetzle, jus – 28.88

Osso Bucco

saffron risotto, gremolata, pan sauce – 29.88

LIO RESTAURANT ← 3 SPRING ST ← PORTLAND, ME 04101

LIO-PORTLAND.ME

* Consuming raw or undercooked MEATS, POULTRY, seafood, shellfish, or EGGS may increase your risk of foodborne illness.

3/26/2018

City of Portland Mail - Re: Lio Restaurant

Portland
Maine | Yes, Google's good here.

Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Lio Restaurant

Fri, Mar 23, 2018 at 4:06 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>, Keri Ouellette <kouellette@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

Pd has no objections.

Kevin C.

On Fri, Mar 23, 2018 at 15:55 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for **Lio LLC dba Lio Restaurant. Application for a Class I FSE with Outdoor Dining on Private Property at 3 Spring Street.**

This has been added to Energov. You can email me approvals. Thanks Jessica

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

Sent from Gmail Mobile



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 #: MIQ99D537933

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-03-26) :

Inquiries Name(s)

CECILE STADLER (1955-10-08)

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 #: MIQ99D537938

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-03-26) :

Inquiries Name(s)

CARA STADLER (1987-10-04)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

March 27, 2018

Lio LLC
133 Spring Street
Portland ME 04101

Re: Lio LLC dba Lio Restaurant. Application for a Class I FSE with Outdoor Dining on Private Property at 3 Spring Street.

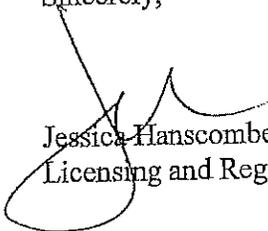
Dear Cecile Stadler,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday April 18, 2018 at 5:30 p.m.**, for the review of application for a Class I FSE with Outdoor Dining on Private Property at 3 Spring 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 April 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Lio LLC dba Lio Restaurant. Application for a Class I FSE with Outdoor Dining on Private Property at 3 Spring Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 195-17/18
Tab 7 4-18-18*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

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

**New England Distilling, LLC dba New England Distilling. Application for Outdoor Dining
on Private Property at 1 Industrial Way, Unit 13.**

WIGHT INSPIRED
EST. 2011

NEW ENGLAND *Distilling*

PORTLAND MAINE
U.S.A.

26 EVERGREEN DRIVE, Unit B PORTLAND, ME 04108 Tel: (207) 878-9769
Web: newenglanddistilling.com Email: info@newenglanddistilling.com

March 26, 2018

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

Dear Mr. Strimling and Members of the City Council,

Please accept this letter as notification of our intent to open and operate an outdoor dining space at our distillery tasting room located at 1 Industrial Way, Unit 13 in Portland.

We are again expanding our operations in Portland and plan to take advantage of the larger tourist volume on Industrial Way, around the corner from our main distillery located at 26 Evergreen Drive. This additional outside dining space will allow us to meet the needs of our growing customer base during the nicer weather when the tourist volume in the neighborhood is at it's peak.

Additional information is provided in the application packet.

Sincerely,

Edward Wight, President

Portland, Maine



Yes. Life's good here.

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

Application for 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):	New England Distilling Phone: 207-878-9759
Location Address:	1 Industrial Way, Unit 13 Portland Zip: 04103
If new, what was formerly at this location:	
Mailing Address:	26 Evergreen Drive, Unit B Portland Zip: 04103
Contact Person:	Ned Wight Phone: 207-878-9759
Contact Person Email:	Ned@NewEnglandDistilling.com
Manager of Establishment:	Ned Wight Date of Birth: 03/15/72 Phone: 207-878-9759
Owner of Premises (Landlord):	AIM 1 Industrial
Address of Premises Owner:	c/o Bibeau & Co. Zip: 340 Fore St. Portland 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
New England Distilling, LLC		26 Evergreen Drive, Unit B Portland Zip: 04103	
Contact Person:	Ned Wight	Phone:	207-878-9759
Principal Officers			
	Title	Date of Birth	Residence Address
Edward Wight	President	03/15/72	48A Richards Lane, Freeport, ME 04032

About Your Establishment

Type of Establishment:	Brewery Winery <u>Distillery</u>
Hours & days of operation:	M-Sat 10-7PM

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment?	<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?	
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):	
<u>New England Distilling 26 Evergreen Dr. Unit B Portland</u>	<input checked="" type="checkbox"/>
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 Edward Wight 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 Ed H. Wight Title President Date 03/26/2018

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

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):	New England Distilling	Phone:	207-878-9759
Location Address:	1 Industrial Way, unit 13 Portland	Zip:	04103
Mailing Address:	same	Zip:	
Contact Person:	Ned Wight	Phone:	207-878-9759
Contact Person Email:	Ned@NewEnglandDistilling.com		
Manager of Establishment:	Ned Wight	Date of Birth:	03-15-72
		Phone:	same
Owner of Premises (Landlord):	AIM One Industrial		
Address of Premises Owner:	340 Fore St, Portland ME 04101	Zip:	
	c/o Bibeau & Co.		

Owner Information

Corporate Name		Corporate Mailing Address	
New England Distilling, LLC		26 Evergreen Drive, Unit B Portland 04103	
Contact Person:	Ned Wight	Phone:	207-878-9759
Principal Officers	Title	Date of Birth	Residence Address
Edward Wight	President	03-15-72	48A Richards Lane, Freeport ME 04032

About Your Establishment

Class of License:	Small Maine Distillery (Tasting Room)
Type of food served:	n/a
Please circle all that will be served:	Beer Wine <u>Liquor</u>
Hours & days of operation:	M-Sat 10AM - 7PM
Number of Tables	1
Number of Chairs	14

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 permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

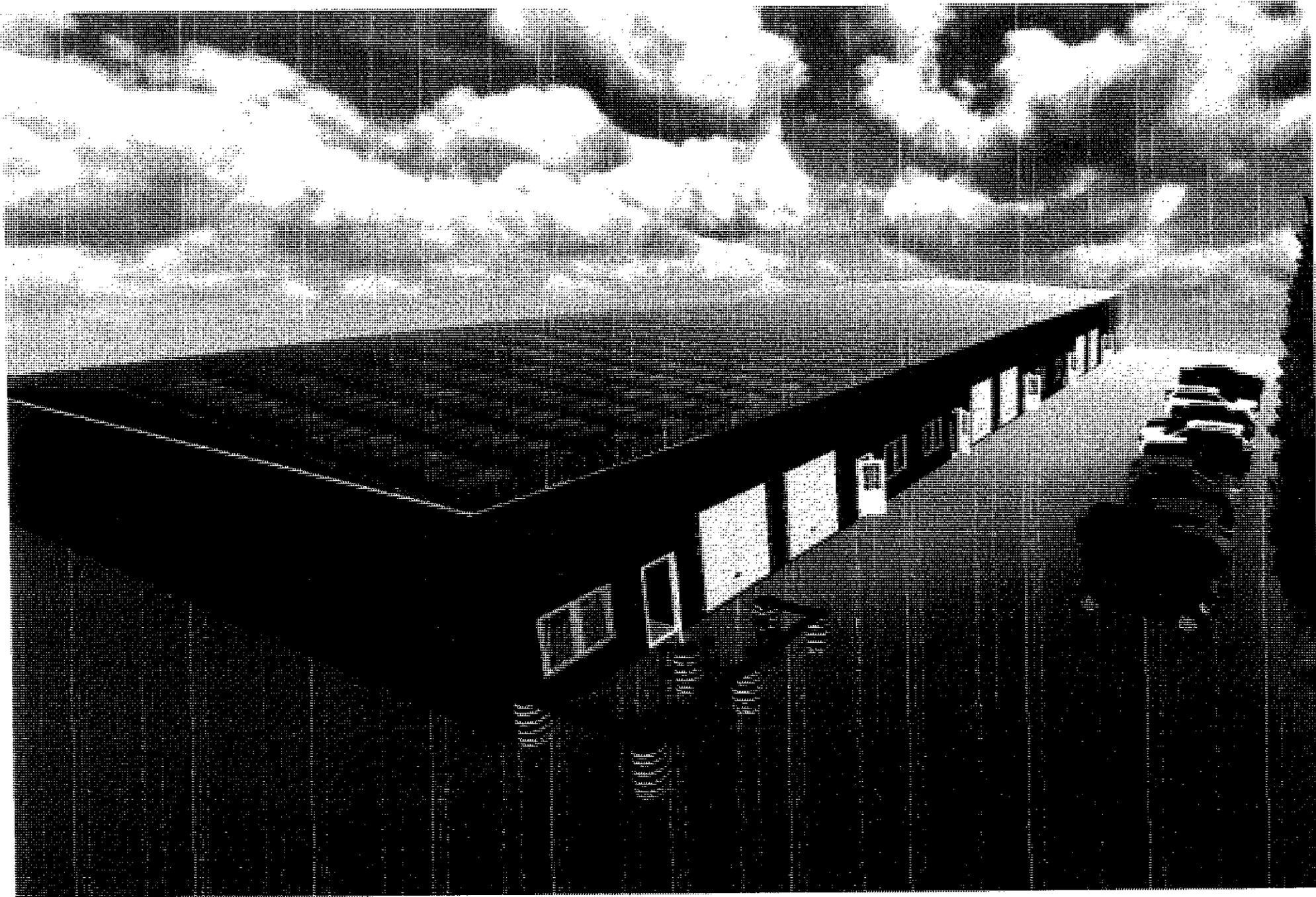
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating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

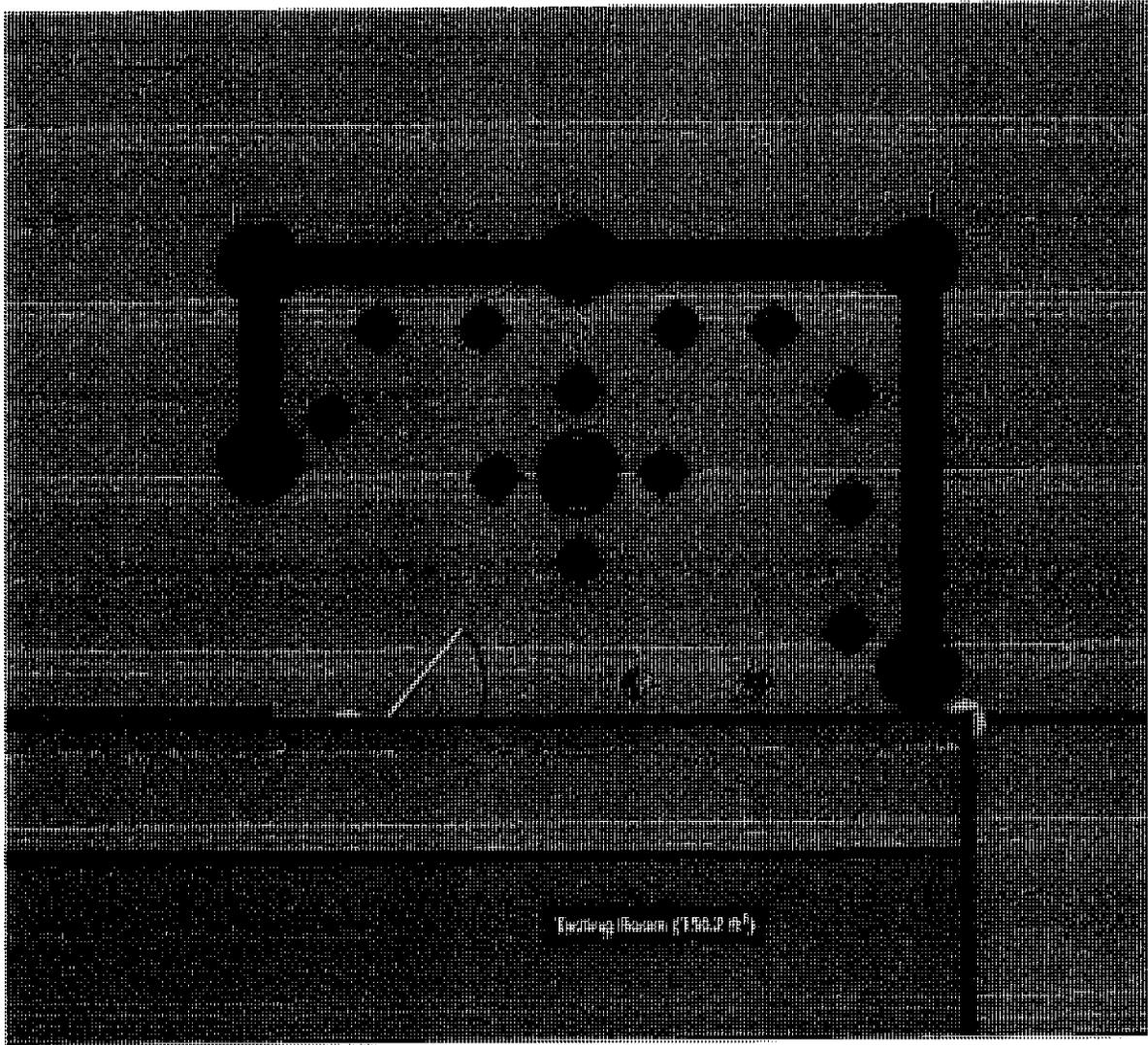
Signature _____ Title President Date 03/26/2018

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: _____	_____ / _____	_____



**New England Distilling
Proposed Outdoor Dining Area
1 Industrial Way, Portland**



Total outdoor dining area: 216 sq ft

Dimensions:

From corner of building to corner of dining area: 12 ft

Along front of building: 18 ft

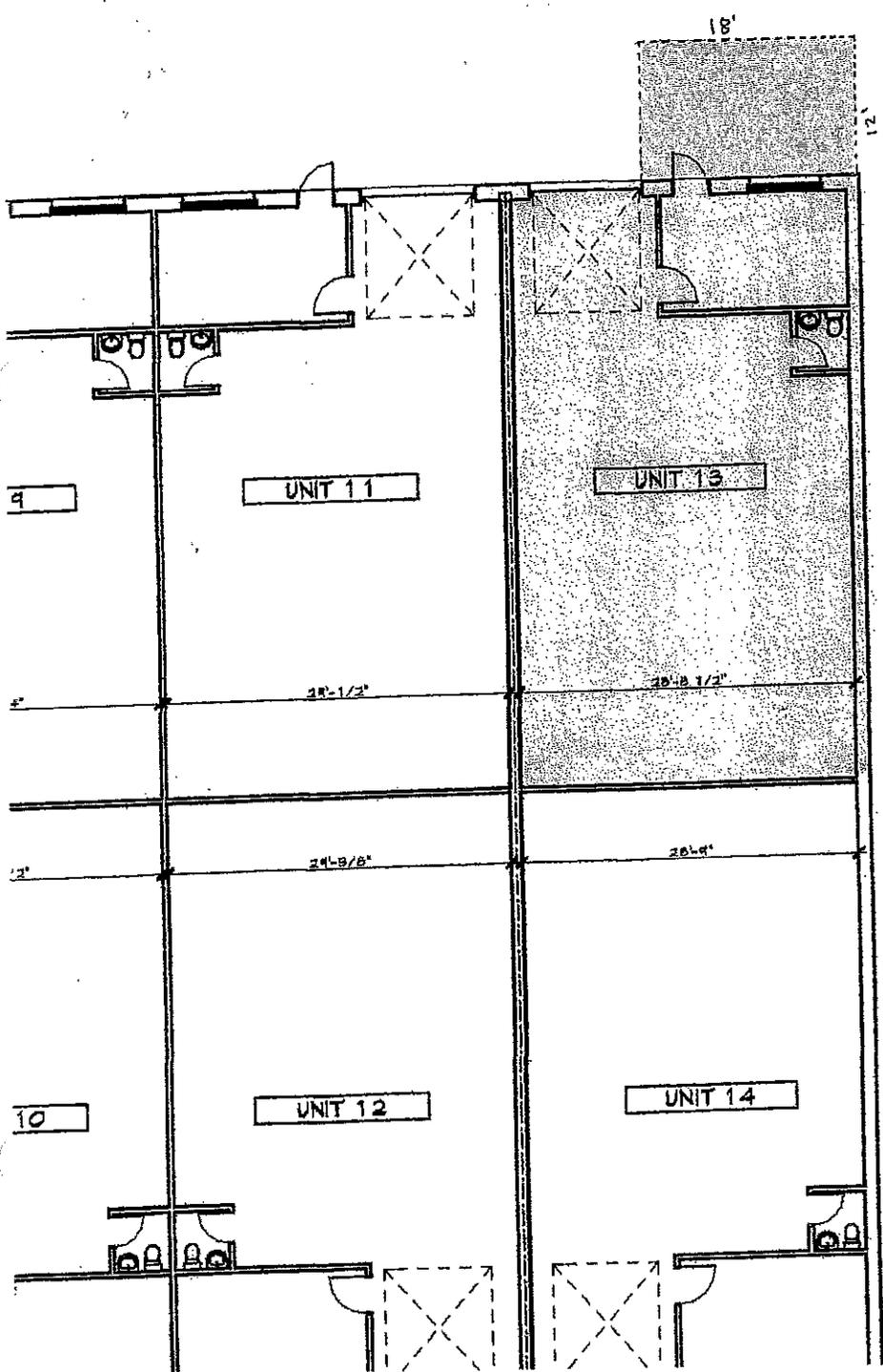
Height: about 40" from the ground

Space between outside bar top and central barrel table= 60 inches

Materials:

Uprights = used whiskey barrels

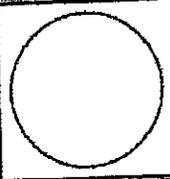
Edge bar = wooden plank, finished



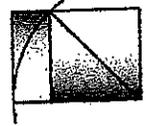
ONE INDUSTRIAL WAY

FORTLAND, MA

CANOPY DESIGN

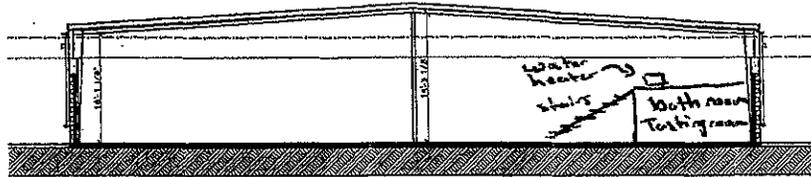


WHIPPLE —
CALLENDER
ARCHITECTS

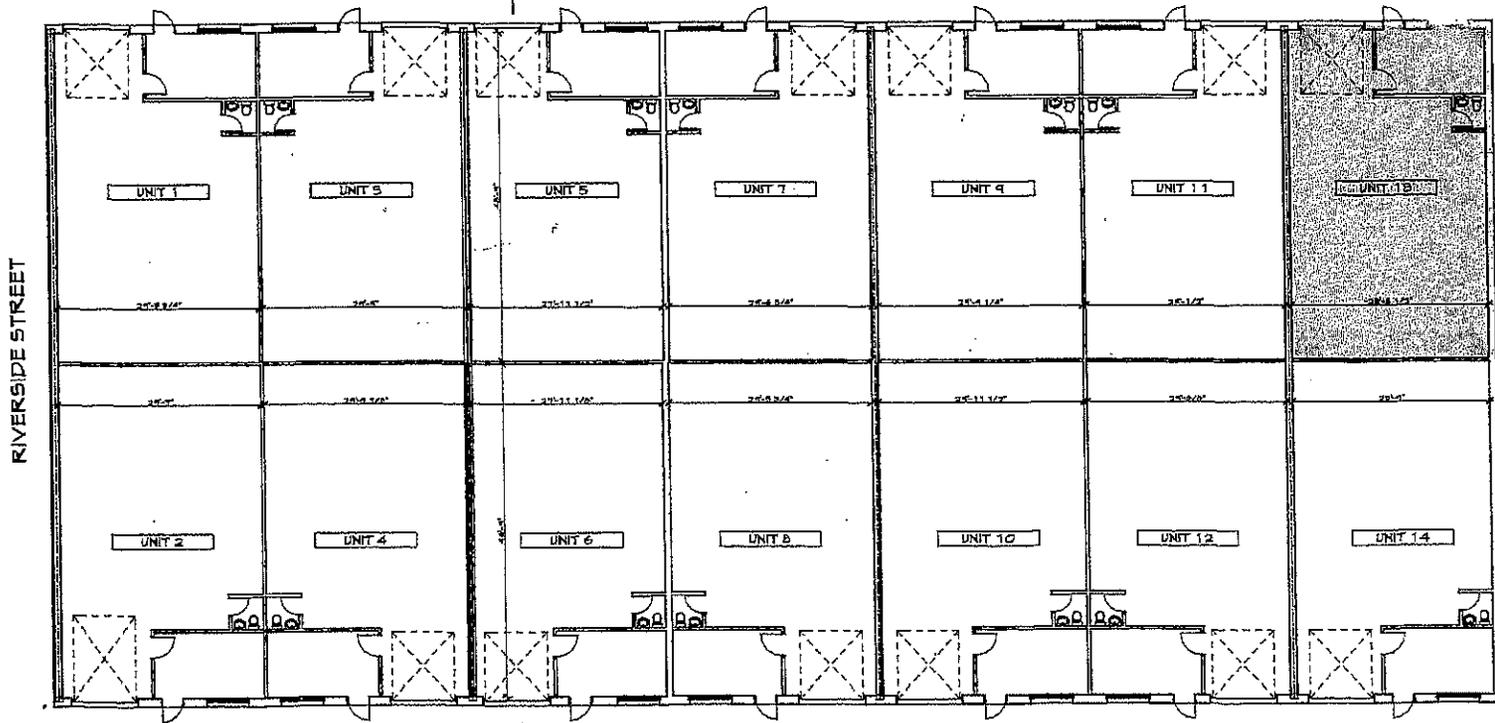


136 FLEAFACT AVE.
PORTLAND, ME 04108
P 401.752.1000
F 401.752.1000
www.whipplecalender.com

DATE	DESCRIPTION
11/24/12 <td></td>	
ORDERED BY:	AEC
DRAWN BY:	AEC
JOB:	11W-12
DRAWN BY:	
CONDO LAYOUT PLAN	



2 SECTION
SCALE 1/8" = 1'-0"



1 FIRST FLOOR
SCALE 1/8" = 1'-0"

PROGRESS PLAN FOR REVIEW
11-28-2012

ONE INDUSTRIAL WAY
PORTLAND, MAINE

CANOPY DESIGN

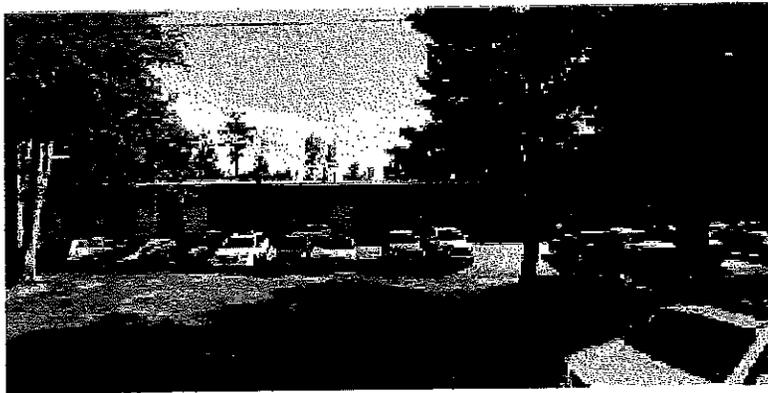
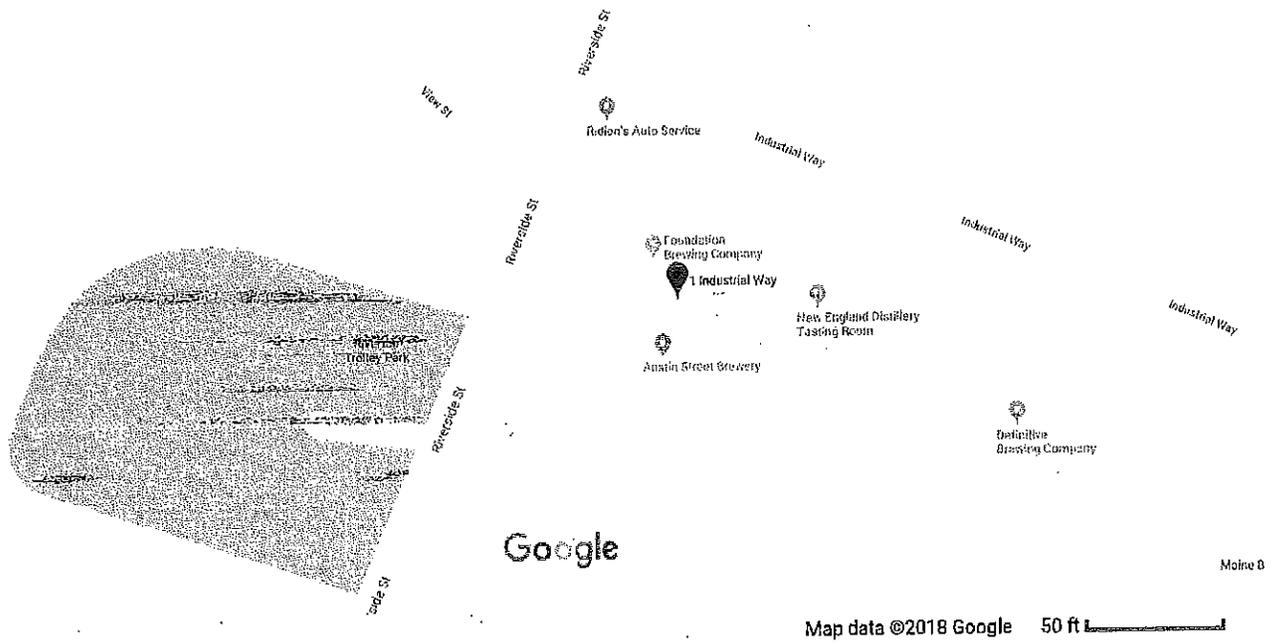
NHIPPLE - CALLENDER ARCHITECTS

100 FISHBERRY AVE.
PORTLAND, ME 04104
TEL: 603.883.1111
FAX: 603.883.1112

NO.	DATE	DESCRIPTION
1	11/24/12	PROGRESS PLAN FOR REVIEW
2	11/24/12	PROGRESS PLAN FOR REVIEW
3	11/24/12	PROGRESS PLAN FOR REVIEW
4	11/24/12	PROGRESS PLAN FOR REVIEW
5	11/24/12	PROGRESS PLAN FOR REVIEW
6	11/24/12	PROGRESS PLAN FOR REVIEW
7	11/24/12	PROGRESS PLAN FOR REVIEW
8	11/24/12	PROGRESS PLAN FOR REVIEW
9	11/24/12	PROGRESS PLAN FOR REVIEW
10	11/24/12	PROGRESS PLAN FOR REVIEW
11	11/24/12	PROGRESS PLAN FOR REVIEW
12	11/24/12	PROGRESS PLAN FOR REVIEW
13	11/24/12	PROGRESS PLAN FOR REVIEW
14	11/24/12	PROGRESS PLAN FOR REVIEW

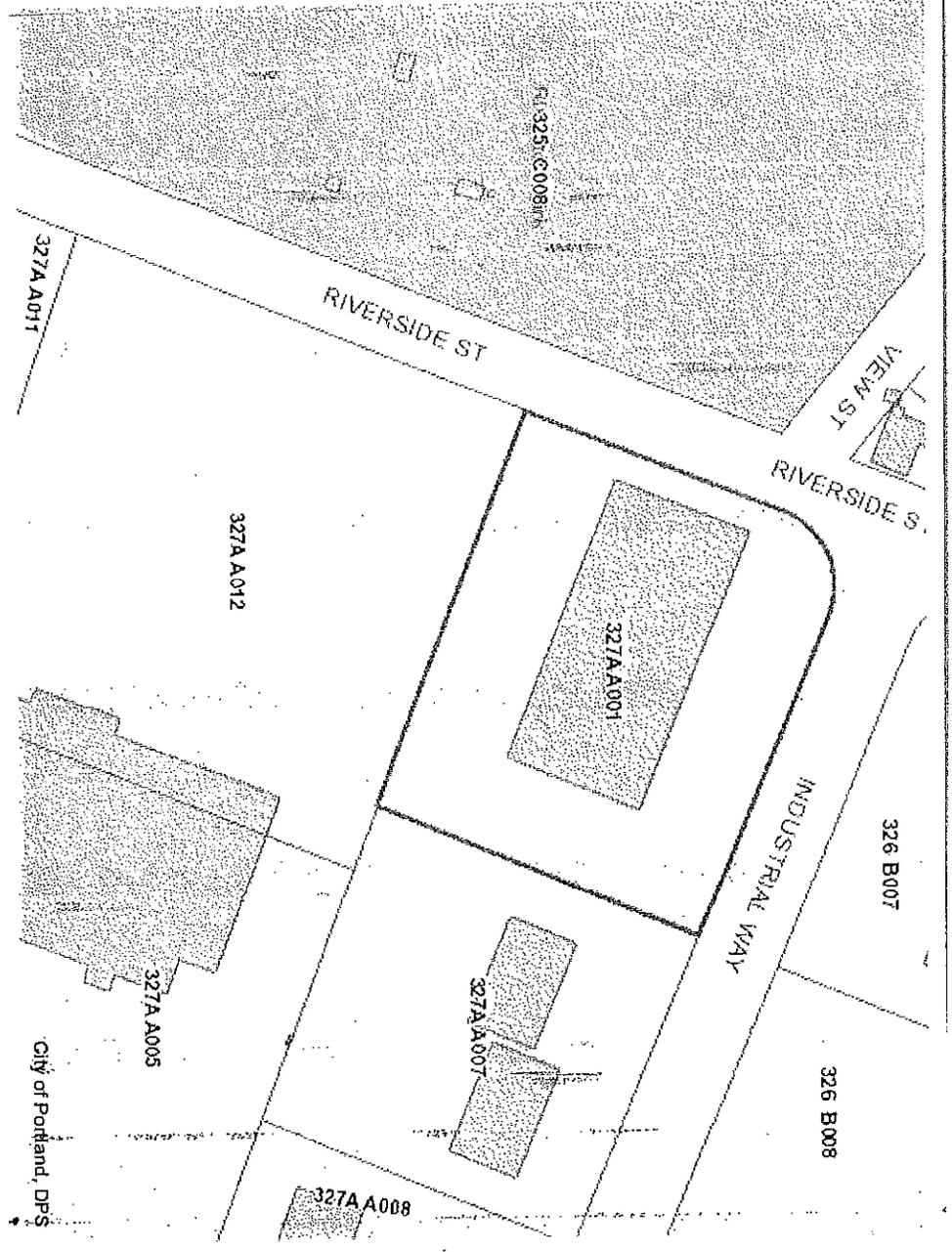
THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF NHIPPLE - CALLENDER ARCHITECTS. IT SHALL NOT BE REPRODUCED FOR ANY OTHER PURPOSE WITHOUT WRITTEN PERMISSION BY NHIPPLE - CALLENDER ARCHITECTS.

Google Maps 1 Industrial Way



1 Industrial Way
Portland, ME 04103





327A A011

RIVERSIDE ST

PL 325 C 008114

VIEW ST

RIVERSIDE S.

327A A012

327A A001

326 B007

INDUSTRIAL WAY

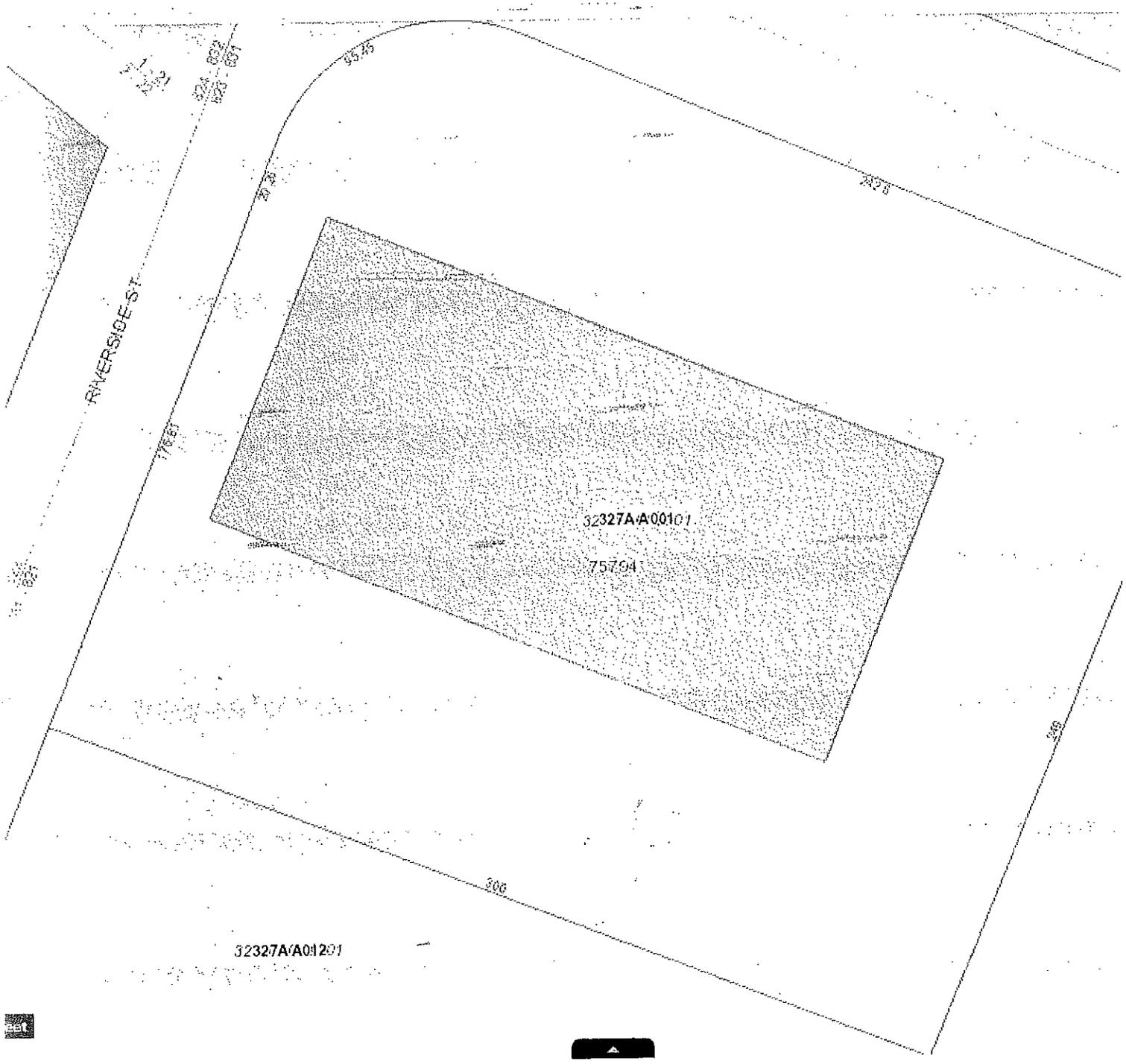
327A A005

327A A007

326 B008

City of Portland, DPS

327A A008



RIVERSIDE ST

32327A/A00101

75794

32327A/A01201



3/28/2018

City of Portland Mail - Re: New England Distilling-1 Industrial Way



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: New England Distilling-1 Industrial Way

Tue, Mar 27, 2018 at 4:39 PM

Kevin Cashman <kevindc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Chris Pirone <cpp@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, Mar 27, 2018 at 15:13 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for New England Distilling for Outdoor Dining on Private Property. They currently hold a Distillery license with us. This will be going before Council for approvals on 6/4

Please email me approvals. Thanks Jessica

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

Sent from Gmail Mobile

Portland, Maine



Yes. Life's good here.

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

March 28, 2018

New England Distilling LLC
26 Evergreen Dr Unit B
Portland ME 04103

**Re: New England Distilling, LLC dba New England Distilling. Application for
Outdoor Dining on Private Property at 1 Industrial Way, Unit 13.**

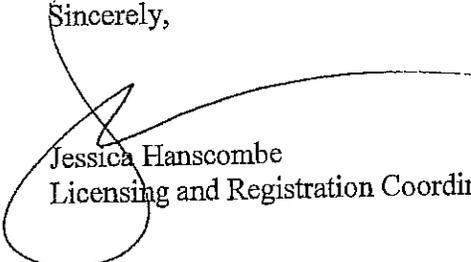
Dear Edward Wight,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday April 18, 2018 at 5:30 p.m.**, for the review of application for Outdoor Dining on Private Property at 1 Industrial Way, Unit 13. 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 April 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., New England Distilling, LLC dba New England Distilling. Application for Outdoor Dining on Private Property at 1 Industrial Way, Unit 13. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 196-17/18
Tab 8 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Eaux, LLC dba Eaux. Application for a Class I FSE at 88 Exchange Street.

March 23, 2018

Dear Mr. Mayor and Members of the City Council,

My name is Evan Richardson and I am writing to you on behalf of my food business, Eaux. Beginning in 2017, I began to operate a food cart, also called Eaux, registered in Portland. I have been given the opportunity to move into the brick and mortar space located at 90 Exchange Street in Portland, Maine. With your approval, I intend to serve New Orleans and Southern inspired food as well as Class 1 License specified alcohol in a bistro setting. My anticipated operating hours are 11:30 AM to 1:00 AM Wednesday through Monday. I hope to bring additional lunch options, as well as a new and unique dining experience to the Upper Exchange area. I appreciate your time and consideration, and I hope to hear from you at your earliest convenience.

Thank You,

Evan Richardson

Portland, Maine



Yes. Life's good here.

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

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Eaux Phone: 7276417724
Location Address:	88-90 Exchange St Portland, ME Zip: 04101
If new, what was formerly at this location:	Crooners + Cocktails Restaurant
Mailing Address:	51 Lawn Ave South Portland, ME Zip: 04106
Contact Person:	Evan Richardson Phone: 7276417724
Contact Person Email:	info@eauxportland.com
Manager of Establishment:	Evan Richardson Date of Birth: 10/17/1991 Phone: 7276417724
Owner of Premises (Landlord):	Stephan Bamberger
Address of Premises Owner:	Zip:

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

Name of Owner(s)	Date of Birth	Residence Address
Evan Richardson	10/17/1991	51 Lawn Ave. South Portland, ME 04106

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

Corporate Name		Corporate Mailing Address	
Eaux LLC		51 Lawn Ave South Portland, ME Zip: 04106	
Contact Person:	Evan Richardson	Phone:	7276417724
Principal Officers	Title	Date of Birth	Residence Address
Evan Richardson	Owner	10/17/1991	51 Lawn Ave South Portland, ME 04106

About Your Establishment

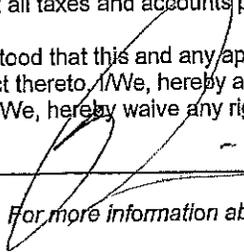
Class of Liquor License:	1
Type of food served:	New Orleans Bistro-style Fare
Please circle all that will be served:	<input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Liquor
Projected percentage of sales:	Generated from Food: _____ Generated from Alcohol: _____
Hours & days of operation:	Tuesday - Sunday 11:30 ^{AM} - 1:00 ^{AM} (Sunday 11:30 ^{AM} - 8:00 ^{PM})

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Will you permit dancing on the premises?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Will you permit dancing after 1:00 a.m.?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	03/15/18
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If Yes, please list business name(s) and location(s):	
<u>Eaux Mobile Food Cart</u>	
Is any principal officer under the age of 21?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
If Yes, please explain:	

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

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

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

Signature  Title Owner Date 03/15/18

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.

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

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

NEW application: Yes No

PRESENT LICENSE EXPIRES N/A

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
 HOTEL-OPTIONAL FOOD (Class I-A)
 CLASS A LOUNGE (Class X)
 CLUB (Class V)
 TAVERN (Class IV)

- RESTAURANT/LOUNGE (Class XI)
 HOTEL (Class I,II,III,IV)
 CLUB-ON PREMISE CATERING (Class I)
 GOLF CLUB (Class I,II,III,IV)
 OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Eaux LLC</u>			Business Name (D/B/A) <u>Eaux</u>		
APPLICANT(S) - (Sole Proprietor) <u>Evan Richardson</u>		DOB: <u>10/17/1991</u>	Physical Location: <u>88 Exchange St</u>		
		DOB:	City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04101</u>
Address <u>51 Lawn Ave</u>			Mailing Address <u>51 Lawn Ave</u>		
City/Town <u>South Portland</u>	State <u>ME</u>	Zip Code <u>04106</u>	City/Town <u>South Portland</u>	State <u>ME</u>	Zip Code <u>04106</u>
Telephone Number <u>727 641 7724</u>		Fax Number <u>_____</u>	Business Telephone Number <u>727 641 7724</u>		Fax Number <u>_____</u>
Federal I.D. # <u>82-1364445</u>			Seller Certificate #: or Sales Tax #: <u>1189800</u>		
Email Address: Please Print <u>info@eauxportland.com</u>			Website: <u>www.eauxportland.com</u>		

If business is NEW or under new ownership, indicate starting date: 03/01/18

Requested inspection date: 03/01/2018 Business hours: 1130^{AM} - 1^{AM}

3. If a premise is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: _____

9. Business records are located at: 51 Lawn Ave South Portland, ME 04106

10. Is/are applicants(s) citizens of the United States? YES NO

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
Evan Richardson	10/17/1991	Metairie, LA

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

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

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

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

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

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____
Stephan Bamberger 45 Page St Brunswick, ME 04011

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) Bistro serving New Orleans and Southern Fare with Beer, Wine, & Cocktails

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 900 Ft Which of the above is nearest? School

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

If YES, give details: _____

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

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

Dated at: Portland, ME on March 15, 2018
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
Evan Richardson
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name



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

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

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

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

- Exact legal name: Evan Holte Richardson
- Doing Business As, if any: Faux LLC
- Date of filing with Secretary of State: 05/01/2017 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Evan Richardson	3100 Seasons Way Estero, FL 277 Congress St Portland, ME 51 Lawn Ave South Portland, ME	10/17/1981	Owner	100

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

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

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

Yes No If Yes, Name: _____ Agency: _____

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

Yes No

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

Name: _____

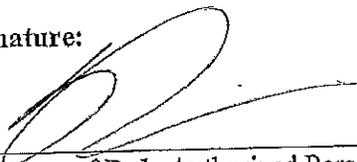
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

03/15/2018

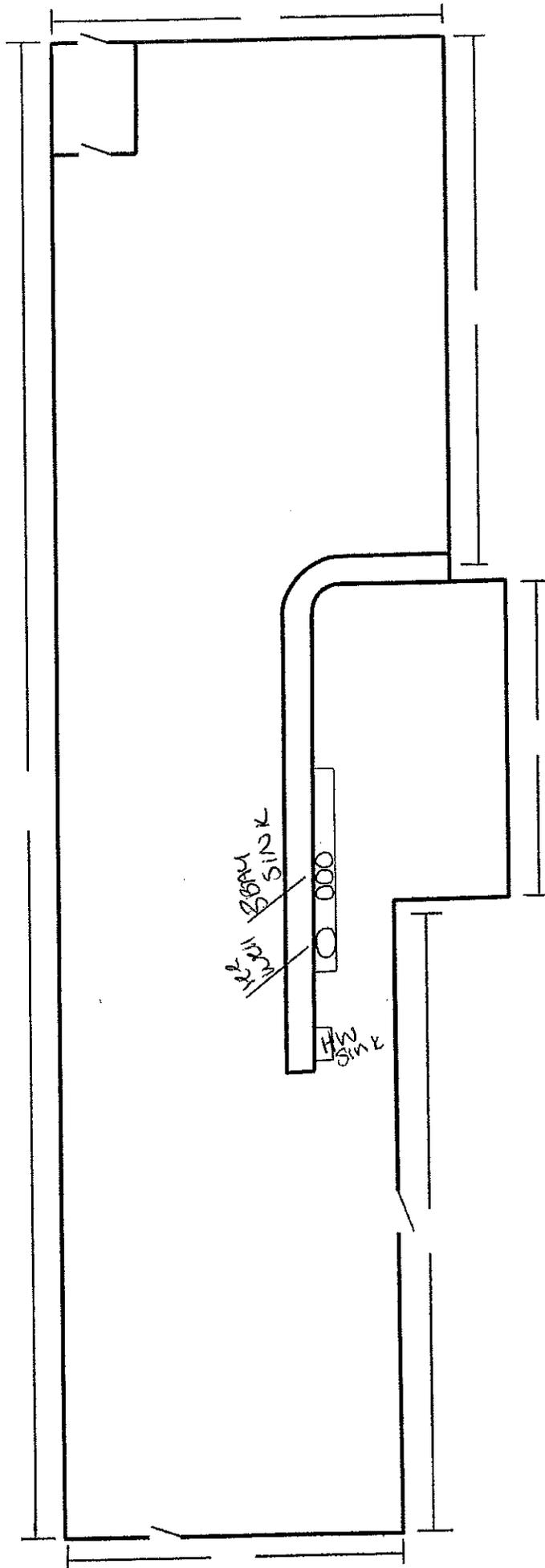
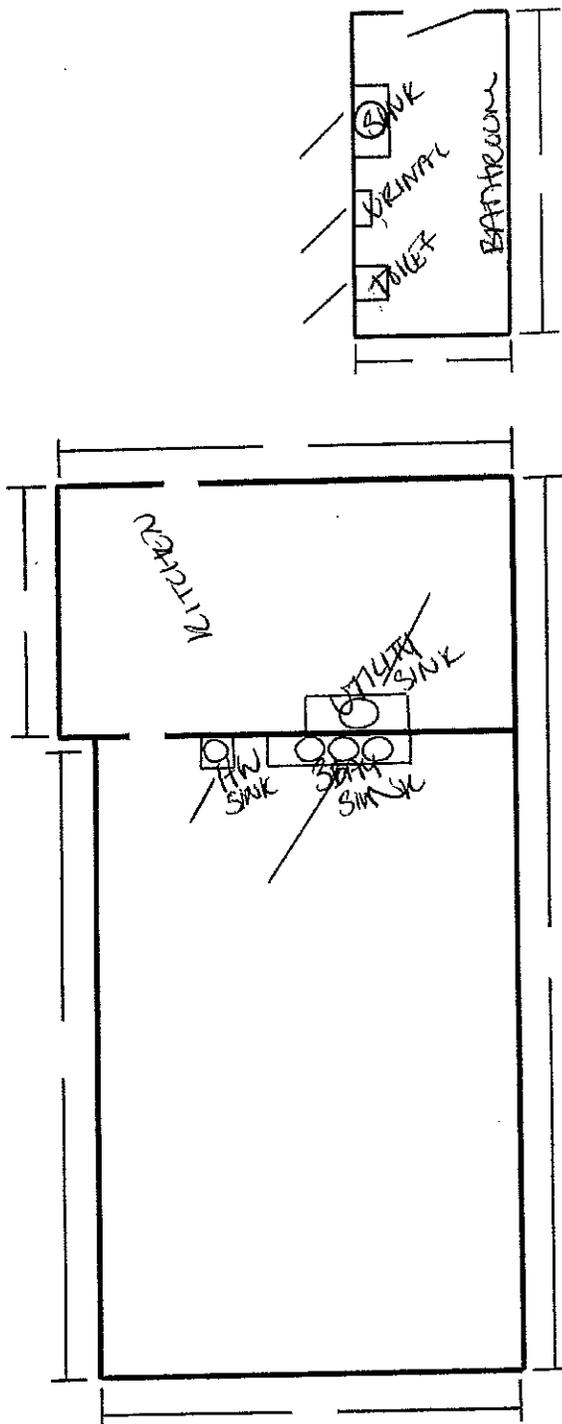
Date

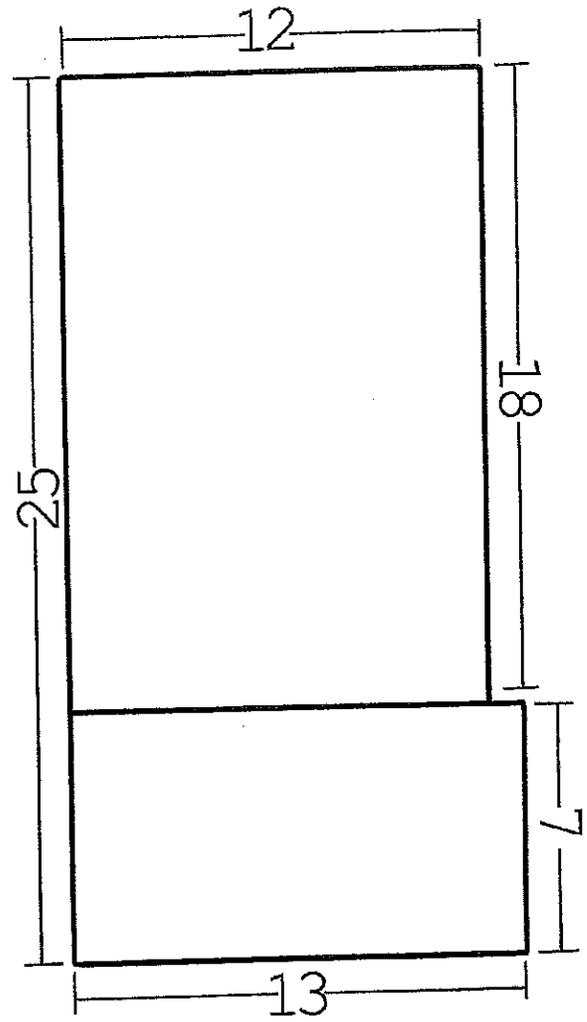
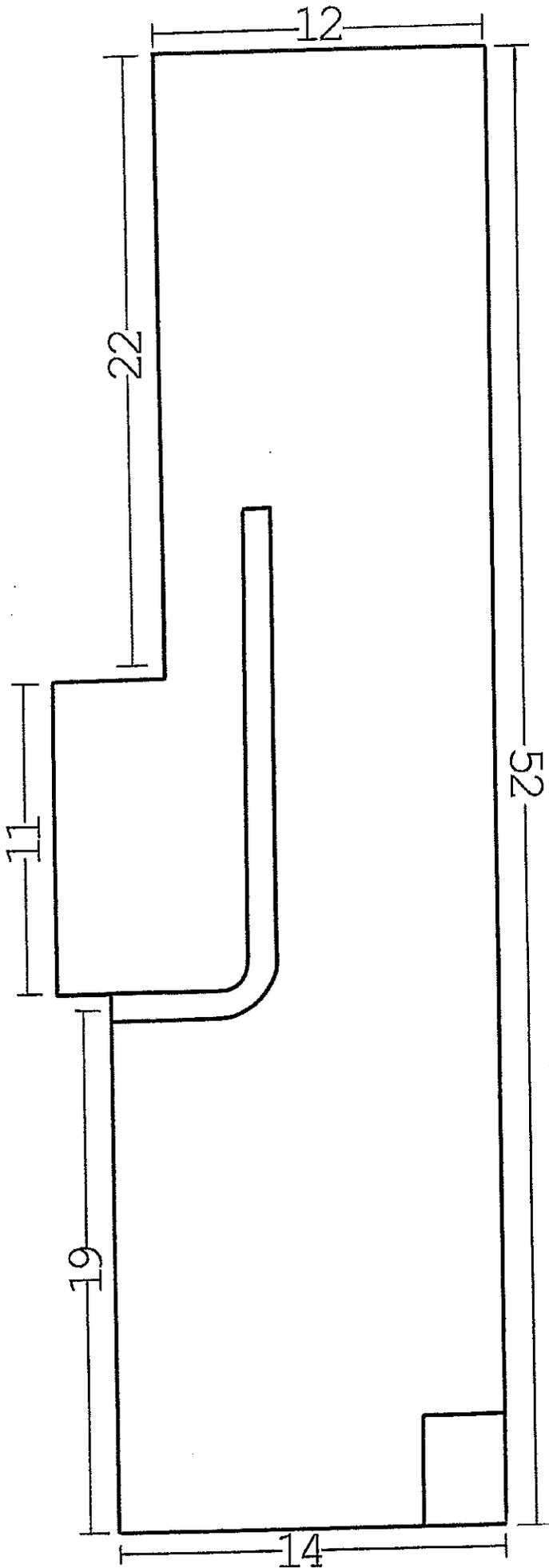
Print Name of Duly Authorized Person

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

□ = 1ft





EAUX FLOOR PLANS
90 EXCHANGE ST.
PORTLAND, MAINE
1727-641-7724

eaup

To Snack

Fried Butter Beans// *Honey &*
Chive Butter 5

Fingerling Yams// *Smoked Onion//*
Horseradish Creme Fraiche 7

Crispy Pork Belly// *Miso/ Citrus/*
Cilantro 9

Chilled Brussel Sprouts// *Leeks/*
Cider Vinegar/ Sassafrass 7

Farro Salad// *Shrimp/ Pecans/ 10*
Rhubarb/ Green Tomato Agrodulce

Boiled Peanuts// *Dixie Lager/*
Smoked Tomato 5

To Dine

Cracklin Cavatelli// *Goat Cheese/*
File'/ Brandy 16

Chicken & Waffles// *Cane Syrup/*
Fried Sage/ Apples 14

Roast Beef Po Boy// *Aioli/ Lettuce/*
Tomato/ Debris Gravy 14

Jambalaya// *Andouille/ Pickled Trinity/*
Green Onion 15

Johnny Cake// *Marinated Mushrooms/*
Scallion Relish 13

Gumbo Yaya// *Daily Preparation*

3/28/2018

City of Portland Mail - Re: Eaux



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Eaux

Wed, Mar 28, 2018 at 12:45 PM

Kevin Cashman <kevindc@portlandmaine.gov>

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

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

PD has no objections.

Kevin C.

On Wed, Mar 28, 2018 at 10:03 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Eaux, 88 Exchange Street for a Class I FSE. This will go before council on 4/18.

The information has been added to Energov. You can email me approvals. Thanks Jessica

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

Sent from Gmail Mobile



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 #: MIQ99D541153

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-03-28) :

Inquiries Name(s)

EVAN RICHARDSON (1991-10-17)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

March 28, 2018

Eaux LLC
51 Lawn Ave
South Portland, Maine 04106

Re: Eaux, LLC dba Eaux. Application for a Class I FSE at 88 Exchange Street.

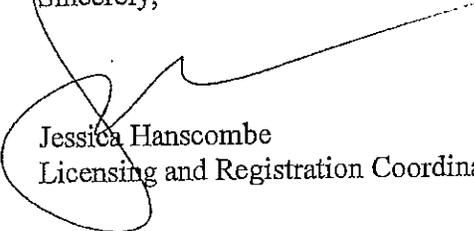
Dear Evan Richardson,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday April 18, 2018 at 5:30 p.m.**, for the review of application for a Class I FSE at 88 Exchange 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 April 18th at 5:30 P.M., in City Council Chambers, 389 Congress St., Eaux, LLC dba Eaux. Application for a Class I FSE at 88 Exchange Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 197-17/18
Tab 9 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER RECEIVING AND REFERRING TO THE FINANCE COMMITTEE
THE PORTLAND BOARD OF PUBLIC EDUCATION'S
FISCAL YEAR 2019 BUDGET ESTIMATE
AND SETTING A PUBLIC HEARING THEREON**

ORDERED, that the Budget Estimate of the Portland Board of Public Education for Fiscal Year 2019 is hereby received and referred to the Finance Committee for review; and

BE IT FURTHER ORDERED, that the Public Hearing on the Fiscal Year 2019 School Budget will be on May 7, 2018 in the City Council Chambers, 389 Congress Street, at 5:30 p.m.

PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Public Schools

At a Crossroads



FY2019 Board of Education Recommended Budget

April 12, 2018

**Portland Public Schools
FY2019 Board of Education Recommended Budget
April 12, 2018**

Table of Contents

Item	Page Number
Summary Revenue Budget	1
Detail Revenue Budget	2
Summary Expenditure Budget	4
Detail Expenditure Budget.....	5
Expenditures by State Budget Categories	8
Cost Center Summary - Expenditure	9
Tax Rate Computation	10
Comparative Tax Levy Summary	11
FY18 to FY19 Comparative Staffing – Locally Funded	12
FY18 to FY19 Comparative Staffing – Grant Funded	13
FY2018 Staffing Changes – Locally Funded.....	14
FY2019 Staffing Changes Proposed – Locally Funded	15
Certified October 1 st Attending Enrollment.....	16



PORTLAND PUBLIC SCHOOLS

prepared & empowered

Vision

All learners will be fully prepared and succeed in a diverse and ever-changing world.

Mission

The Portland Public Schools are responsible for ensuring a challenging, relevant, and joyful education that empowers every learner to make a difference in the world. We build relationships among families, educators, and the community to promote the healthy development and academic achievement of every learner.

Goals

Goal 1 – Achievement - All PPS students will be prepared for college and career and empowered to pursue a productive postsecondary path.

Goal 2 – Whole Student - All PPS students will develop the skills, habits, and mindsets they need to engage in and contribute to our diverse city and ever-changing world.

Goal 3 – Equity - PPS is vigilant in supporting each and every student's particular path to achieving high standards, rooting out systemic or ongoing inequities.

Goal 4 – People - PPS attracts, supports and retains talented and diverse people who use their strengths to achieve our shared goals.

Portland Public Schools
 FY2019 Summary Revenue Budget
 General, Adult Ed, and Food Services Funds
 Board of Education Recommended Budget
 April 12, 2018

		FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
Local Revenue (non-tax)	General	\$ 2,614,857	\$ 424,376	\$ 424,376	\$ 424,376		
	Adult Ed	190,000	195,000	195,000	195,000		
	Food Services	426,006	410,225	410,225	410,225		
	Total Local Revenue	3,230,863	1,029,601	1,029,601	1,029,601	\$ (2,201,262)	-68.1%
State Revenue	EP5	14,113,683	12,677,092	12,677,092	12,677,092		
	Debt Service Reimb	1,686,134	3,662,244	3,662,244	3,662,244		
	Other	370,350	364,530	364,530	364,530		
	Adult Ed	431,864	449,040	449,040	449,040		
	Food Services	33,848	40,000	40,000	40,000		
	Total State Revenue	16,635,879	17,192,906	17,192,906	17,192,906	557,027	3.3%
Federal Revenue	General	540,000	690,000	690,000	690,000		
	Food Services	2,803,926	2,882,508	2,882,508	2,882,508		
	Total Federal Revenue	3,343,926	3,572,508	3,572,508	3,572,508	228,582	6.8%
Total Non-tax Revenue		\$ 23,210,668	\$ 21,795,015	\$ 21,795,015	\$ 21,795,015	\$ (1,415,653)	-6.1%
Use of Fund Balance	General	500,000	500,000	500,000	500,000		
	Food Services	250,000	250,000	250,000	230,270		
	Adult Education	-	50,000	50,000	50,000		
		750,000	800,000	800,000	780,270		
Property Taxes	General Education	81,456,771	89,042,741	87,689,180	87,525,230		
	Adult Education	1,297,914	1,700,352	1,699,077	1,697,097		
	Food Services	33,236	47,166	(16,324)	-		
	Total Property Tax	82,787,921	90,790,259	89,371,933	89,222,327	6,434,406	7.8%
Total Revenue		\$ 106,748,589	\$ 113,385,274	\$ 111,966,948	\$ 111,797,612	\$ 5,049,023	4.7%

Portland Public Schools
FY2019 Detail Revenue Budget
General, Adult Ed, and Food Services Funds
Board of Education Recommended Budget
April 12, 2018

	FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
GENERAL FUND						
<i>LOCAL REVENUE</i>						
1211 REQUIRED LOCAL SHARE (tax levy)	\$ 63,486,150	\$ 70,198,565	\$ 70,198,565	\$ 70,198,565	\$ 6,712,415	10.6%
1212 LOCAL ONLY DEBT SERVICE (tax levy)	496,746	597,496	597,496	597,496	100,750	20.3%
1213 ADDITIONAL LOCAL FUNDS (tax levy)	17,473,875	18,246,680	16,893,119	16,729,169	(744,706)	-4.3%
1313 TUITION INDIV REG 9-12	-	-	-	-	-	0.0%
1322 TUITION PUBLIC K-8	84,000	84,000	84,000	84,000	-	0.0%
1324 TUITION PUBLIC 9-12	121,000	90,000	90,000	90,000	(31,000)	-25.6%
1328 TUITION CTE OTHER UNITS	195,000	-	-	-	(195,000)	-100.0%
1363 SUMMER SCH TUITION 9-12	15,000	10,000	10,000	10,000	(5,000)	-33.3%
1380 PATHS PART I & II ASSESSMENT	1,974,357	21,876	21,876	21,876	(1,952,481)	-98.9%
1440 TRANSPORT - OTHER ORG (e.g. PTO, Boosters)	125,000	125,000	125,000	125,000	-	0.0%
1510 INTEREST ON INVESTMENTS	3,000	3,000	3,000	3,000	-	0.0%
1712 ADMISSIONS 9-12	30,000	25,000	25,000	25,000	(5,000)	-16.7%
1910 BUILDING RENTALS	60,000	60,000	60,000	60,000	-	0.0%
1960 MISC LOCAL REVENUE	7,000	5,000	5,000	5,000	(2,000)	-28.6%
1991 MISC SALES & REFUNDS	500	500	500	500	-	0.0%
5203 SPECIAL REVENUE TRANSFER	-	-	-	-	-	0.0%
5300 PROCEEDS FROM DISPOSAL OF PROPERTY	-	-	-	-	-	0.0%
5305 PROCEEDS FROM DISPOSAL OF BUSES	-	-	-	-	-	0.0%
TOTAL LOCAL	84,071,628	89,467,117	88,113,556	87,949,606	3,877,978	4.6%
<i>STATE REVENUE</i>						
3111 STATE SHARE EPS (State Subsidy)	14,113,683	12,677,092	12,677,092	12,677,092	(1,436,591)	-10.2%
STATE REIMBURSED DEBT SERVICE	1,686,134	3,662,244	3,662,244	3,662,244	1,976,110	117.2%
3120 STATE AGENCY CLIENT	300,000	300,000	300,000	300,000	-	0.0%
3150 NAT'L BOARD - TEACHING SALARY SUPLMNT	70,350	64,530	64,530	64,530	(5,820)	-8.3%
TOTAL STATE	16,170,167	16,703,866	16,703,866	16,703,866	533,699	3.3%
<i>FEDERAL REVENUE</i>						
4585 MAINECARE MEDICAID REIMB	500,000	650,000	650,000	650,000	150,000	30.0%
4810 FEDERAL IMPACT AID	40,000	40,000	40,000	40,000	-	0.0%
TOTAL FEDERAL	540,000	690,000	690,000	690,000	150,000	27.8%
TOTAL GENERAL FUND	100,781,795	106,860,983	105,507,422	105,343,472	4,561,677	4.5%
5000 USE OF FUND BALANCE	500,000	500,000	500,000	500,000	-	0.0%
TOTAL GENERAL FUND REVENUE AND FUND BALANCE	\$ 101,281,795	\$ 107,360,983	\$ 106,007,422	\$ 105,843,472	\$ 4,561,677	4.5%

**Portland Public Schools
FY2019 Detail Revenue Budget
General, Adult Ed, and Food Services Funds
Board of Education Recommended Budget
April 12, 2018**

	FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
ADULT EDUCATION						
AE LOCAL REVENUE						
1214 LOCAL FUNDS (tax levy)	\$ 1,297,914	\$ 1,700,352	\$ 1,699,077	\$ 1,697,097	\$ 399,183	30.8%
1317 TUITION-INDIV-ENRICHMT	100,000	105,000	105,000	105,000	5,000	5.0%
1319 TUITION-INDIV-VOC	60,000	70,000	70,000	70,000	10,000	16.7%
1359 TUITION-OTHER-ACADEMIC	30,000	20,000	20,000	20,000	(10,000)	-33.3%
5200 FUND TRANSFERS	-	-	-	-	-	0.0%
TOTAL LOCAL	1,487,914	1,895,352	1,894,077	1,892,097	404,183	27.2%
AE STATE REVENUE						
3240 STATE SUBSIDY	431,864	449,040	449,040	449,040	17,176	4.0%
TOTAL STATE	431,864	449,040	449,040	449,040	17,176	4.0%
5000 USE OF FUND BALANCE	-	50,000	50,000	50,000	50,000	100.0%
TOTAL ADULT EDUCATION REVENUE	\$ 1,919,778	\$ 2,394,392	\$ 2,393,117	\$ 2,391,137	\$ 471,359	24.6%
FOOD SERVICE						
FS LOCAL REVENUE						
1215 LOCAL FUNDS (tax levy)	33,236	47,166	(16,324)	-	(33,236)	-100.0%
1611 DAILY SALES - LUNCH	249,769	260,000	260,000	260,000	10,231	4.1%
1620 DAILY SALES NON REIM	160,237	130,785	130,785	130,785	(29,452)	-18.4%
1630 SPECIAL FUNCTIONS	10,000	10,000	10,000	10,000	-	0.0%
1910 BUILDING RENTALS	6,000	7,440	7,440	7,440	1,440	24.0%
1996 MISC REFUNDS - SCHOOL NUTRITION	-	2,000	2,000	2,000	2,000	100.0%
TOTAL LOCAL	459,242	457,391	393,901	410,225	(49,017)	-10.7%
FS STATE REVENUE						
3250 STATE REIMBURSEMENT	33,848	40,000	40,000	40,000	6,152	18.2%
TOTAL STATE	33,848	40,000	40,000	40,000	6,152	18.2%
FS FEDERAL REVENUE						
4370 AFTER SCHL SNACK	47,884	54,000	54,000	54,000	6,116	12.8%
4380 SUMMER FOOD PROG	54,130	63,873	63,873	63,873	9,743	18.0%
4550 PERFORMNC-BASED LUNCH	34,682	34,842	34,842	34,842	160	0.5%
4551 REIMB LUNCH - REGULAR	184,971	193,926	193,926	193,926	8,955	4.8%
4552 REIMB LUNCH - REDUCED	57,918	73,574	73,574	73,574	15,656	27.0%
4553 REIMB LUNCH - FREE	1,333,486	1,360,000	1,360,000	1,360,000	26,514	2.0%
4554 REIMB BREAKFAST	832,469	829,259	829,259	829,259	(3,210)	-0.4%
4558 PAYMTS IN LIEU OF COMM	180,636	194,834	194,834	194,834	14,198	7.9%
4559 FRESH FRUITS AND VEGGIES	77,750	78,200	78,200	78,200	450	0.6%
TOTAL FEDERAL	2,803,926	2,882,508	2,882,508	2,882,508	78,582	2.8%
5000 USE OF FUND BALANCE	250,000	250,000	250,000	230,270	(19,730)	-7.9%
TOTAL FOOD SERVICE REVENUE	\$ 3,547,016	\$ 3,629,899	\$ 3,566,409	\$ 3,563,003	\$ 15,987	0.5%
TOTAL REVENUE AND OTHER FUNDING SOURCES	\$ 106,748,589	\$ 113,385,274	\$ 111,966,948	\$ 111,797,612	\$ 5,049,023	4.7%

Portland Public Schools
FY2019 Summary Expenditure Budget*
General, Adult Ed, and Food Services Funds
Board of Education Recommended Budget
April 12, 2018

		FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
Wages	Regular	\$ 62,036,494	\$ 64,455,646	\$ 63,471,075	\$ 63,471,075		
	Temp/Sub/Tutor/OT	1,912,454	2,109,181	2,099,181	2,099,181		
	Add pay/Stipends/Sick payout	2,283,389	2,628,043	2,628,043	2,628,043		
	Total Wages	66,232,337	69,192,870	68,198,299	68,198,299	\$ 1,965,962	3.0%
Benefits	Health	12,703,873	14,905,069	14,633,815	14,633,815		
	Pension--Teacher	1,903,339	2,170,252	2,158,094	2,158,094		
	Pension--all other	1,318,181	1,241,474	1,205,989	1,205,989		
	Workers Comp	711,200	695,670	695,670	695,670		
	Medicare	922,062	964,140	955,387	955,387		
	All other	689,069	527,787	524,472	524,472		
	Total Benefits	18,247,724	20,504,392	20,173,427	20,173,427	1,925,703	10.6%
Contracted Services	Professional & Technical Svcs	1,537,192	1,568,265	1,504,851	1,504,851		
	Employee Training/Dev	472,645	459,553	457,553	457,553		
	SPED Contracted Svcs	231,242	288,400	288,400	288,400		
	Student Transportation	361,269	230,211	230,211	230,211		
	Homeless Student Transportation	68,000	50,000	50,000	50,000		
	SPED Student Transportation	90,000	50,000	50,000	50,000		
	SPED Tuition	686,613	686,613	686,613	686,613		
	Other Tuition	-	90,832	90,832	90,832		
	Legal Services	140,000	140,000	140,000	140,000		
	Utilities	2,304,338	2,385,446	2,385,446	2,261,340		
	Repair & Maintenance	2,830,810	2,704,135	2,639,135	2,639,135		
	Rentals & Leases	374,644	384,334	384,334	384,334		
	Liability Insurance	358,250	428,281	428,281	428,281		
	Other Services	666,302	637,561	635,955	635,955		
	Total Contracted Services	10,121,305	10,103,631	9,971,611	9,847,505	(273,800)	-2.7%
Supplies	Education Supplies	1,009,006	1,028,683	1,028,683	1,028,683		
	Tech Related Supplies	139,946	156,996	151,996	151,996		
	General Supplies	391,146	623,607	622,607	622,607		
	Custodial Supplies	236,767	236,000	236,000	236,000		
	Software Licenses	616,280	641,111	641,111	641,111		
	Gasoline	140,681	90,421	90,421	90,421		
	Food/Non-food supplies	1,613,599	1,653,190	1,653,190	1,653,190		
	Total Supplies	4,147,425	4,430,008	4,424,008	4,424,008	276,583	6.7%
Other Costs	Field Trip Transportation	322,571	335,779	335,779	335,779		
	Miscellaneous	400,447	438,557	438,557	438,557		
	Capital	225,223	184,119	184,119	184,119		
Total Other Costs	948,241	958,455	958,455	958,455	10,214	1.1%	
Debt Service	Bond DS	6,012,572	7,963,333	7,963,333	7,963,333		
	Loans/Leases	38,985	232,585	232,585	232,585		
Total Debt Service	6,051,557	8,195,918	8,195,918	8,195,918	2,144,361	35.4%	
Proposed reduction to be made 4/12/18				45,230	-		
Total Expenditures		\$ 105,748,589	\$ 113,385,274	\$ 111,966,948	\$ 111,797,612	\$ 6,049,023	5.7%

* Categories listed are combined for presentation and not all by MEDMS coding

Portland Public Schools
FY2019 Detail Expenditure Budget
Board of Education Recommended Budget
April 12, 2018

		FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
SALARIES & BENEFITS							
<i>Regular Salaries</i>							
1010	PROFESSIONAL SALARY	\$ 42,580,534	\$ 44,164,621	\$ 43,710,198	\$ 43,710,198	\$ 1,129,664	2.7%
1020	INSTRUCTIONAL AIDE/ASST	4,832,842	4,866,499	4,741,469	4,741,469	(91,373)	-1.9%
1040	ADMINISTRATOR	5,517,575	6,103,655	5,988,114	5,988,114	470,539	8.5%
1180	REGULAR SUPPORT STAFF	9,105,543	9,320,871	9,031,294	9,031,294	(74,249)	-0.8%
	Total Regular Salaries	62,036,494	64,455,646	63,471,075	63,471,075	1,434,581	2.3%
<i>Temporary Salaries</i>							
1200	TEMPORARY SALARY	820,250	975,451	965,451	965,451	145,201	17.7%
1210	TUTOR	68,593	50,850	50,850	50,850	(17,743)	-25.9%
1230	SUBSTITUTE	695,111	939,880	939,880	939,880	44,769	5.0%
1310	TEACHER ADDITIONAL PAY	81,380	298,741	298,741	298,741	217,361	267.1%
1380	REGULAR SUPPORT OVERTIME	128,500	143,000	143,000	143,000	14,500	11.3%
1410	PROFESSIONAL SABBATICAL	-	19,610	19,610	19,610	19,610	100.0%
1500/10/60	STIPEND/DIFFERENTIAL	1,538,009	1,644,972	1,644,972	1,644,972	106,963	7.0%
1501	STIPEND-RETIREMENT SICK	640,000	640,000	640,000	640,000	-	0.0%
1590	STIPEND/OTHER	24,000	24,720	24,720	24,720	720	3.0%
	Total Temporary Salaries	4,195,843	4,737,224	4,727,224	4,727,224	531,381	12.7%
	Total Salaries	66,232,337	69,192,870	68,198,299	68,198,299	1,965,962	3.0%
<i>Benefits</i>							
2000-2299	FLEX BENEFITS, LTD, MEDICARE	14,000,004	16,056,996	15,773,674	15,773,674	1,773,670	12.7%
2030	UNEMPLOYMENT COMPENSATION	100,000	100,000	100,000	100,000	-	0.0%
2300-2380	RETIREMENT - MEPERS & ICMA	3,221,520	3,411,726	3,364,083	3,364,083	142,563	4.4%
2500-2580	TUITION REIMBURSEMENT	175,000	200,000	200,000	200,000	25,000	14.3%
2700	WORKER'S COMP	711,200	695,670	695,670	695,670	(15,530)	-2.2%
2900	LIFE INSURANCE - MEPERS PLD	40,000	40,000	40,000	40,000	-	0.0%
	Total Benefits	18,247,724	20,504,392	20,173,427	20,173,427	1,925,703	10.6%
	TOTAL SALARIES & BENEFITS	84,480,061	89,697,262	88,371,726	88,371,726	3,891,665	4.6%
CONTRACTED SERVICES							
3000	PURCHASED PROF & TECH SVC	2,414,690	1,557,566	1,494,152	1,494,152	(920,538)	-38.1%
3200	CONTRACTUAL PRE-K	159,810	162,554	162,554	162,554	2,744	1.7%
3300	EMPLOYEE TRAIN & DEV SVCS	472,645	459,553	457,553	457,553	(15,092)	-3.2%
3400	OTHER PROFESIONNAL SVCS	33,000	20,000	20,000	20,000	(13,000)	-39.4%
3401	SECURITY	126,036	127,867	127,867	127,867	1,831	1.5%
3402	ALARMS	4,050	4,050	4,050	4,050	-	0.0%
3420	ARCHITECT/ENGINEER - NSA	20,000	20,000	20,000	20,000	-	0.0%
3430	ADULT ED CONTRACTED SVCS	10,175	6,000	6,000	6,000	(4,175)	-41.0%
3440	SPEC ED CONTRACTED SVCS	231,242	288,400	288,400	288,400	57,158	24.7%
3450	LEGAL SERVICES	140,000	140,000	140,000	140,000	-	0.0%
4110	WATER	43,696	46,547	46,547	46,547	2,851	6.5%
4120	SEWER	106,215	116,345	116,345	116,345	10,130	9.5%
4125	STORM WATER	120,272	124,106	124,106	-	(120,272)	-100.0%
4300	REPAIR AND MAINT SVCS	478,916	1,024,274	1,024,274	1,024,274	545,358	113.9%
4301	HVAC MAINTENANCE	517,756	554,663	514,663	514,663	(3,093)	-0.6%
4302	MOWING/PLOWING/FIELDMAINT	464,600	588,766	563,766	563,766	99,166	21.3%
4303	ASBESTOS/MOLD ABATEMENT SVCS	-	20,000	20,000	20,000	20,000	100.0%
4304	VEHICLE & EQUIPMT REPAIR	14,000	20,500	20,500	20,500	6,500	46.4%

Portland Public Schools
FY2019 Detail Expenditure Budget
Board of Education Recommended Budget
April 12, 2018

	FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
4305	WASTE DISPOSAL SERVICES	114,144	117,600	117,600	117,600	3,456 3.0%
4306	RECYCLING SERVICES	34,000	44,000	44,000	44,000	10,000 29.4%
4307	HAZ WASTE DISPOSAL SVCS	4,000	4,000	4,000	4,000	- 0.0%
4308	PEST MGMT SERVICES	16,000	19,560	19,560	19,560	3,560 22.3%
4309	FIRE EXTINGUISHER MAINT SVCS	-	7,000	7,000	7,000	7,000 100.0%
4400	RENTALS	374,644	384,334	384,334	384,334	9,690 2.6%
4420	EQUIPMT&VEHICLE LEASE	-	-	-	-	- 0.0%
4430	COMPUTER LEASE	-	193,600	193,600	193,600	193,600 100.0%
4450	LEASES-NOT DOE APPROVED	34,802	34,802	34,802	34,802	- 0.0%
5000	OTHER PURCHASED SERVICES	1,200	1,450	1,450	1,450	250 20.8%
5100	STUDENT TRANSPORT SVCS	250	250	250	250	- 0.0%
5140	STUDENT TRANS PURCH-PRIV	519,269	330,211	330,211	330,211	(189,058) -36.4%
5200	INSURANCE-GEN LIABILITY	358,250	428,281	428,281	428,281	70,031 19.5%
5310	POSTAGE	70,469	70,771	70,771	70,771	302 0.4%
5320	PHONE	96,609	111,016	111,016	111,016	14,407 14.9%
5330	INTERNET CONNECTIVITY	47,400	52,426	52,426	52,426	5,026 10.6%
5340	EBOOKS &ONLINE SUBSCRIPTNS	93,055	92,999	92,999	92,999	(56) -0.1%
5400	ADVERTISING	54,700	16,000	16,000	16,000	(38,700) -70.7%
5430	ADULT ED ADVERTISING	-	15,000	15,000	15,000	15,000 100.0%
5510	PRINTING/BINDING	43,823	52,964	51,964	51,964	8,141 18.6%
5520	PHOTOCOPYING	169,525	169,222	169,222	169,222	(303) -0.2%
5610	TUITION TO IN-STATE SAU	-	90,832	90,832	90,832	90,832 100.0%
5630	TUITION TO PRIVATE SOURCE	686,613	686,613	686,613	686,613	- 0.0%
5850	TUITION TO POST-SECONDARY	10,000	10,000	10,000	10,000	- 0.0%
5800	STAFF TRAVEL	180,005	182,805	182,199	182,199	2,194 1.2%
5830	ADULT ED TRAVEL-STATE MTG	100	100	100	100	- 0.0%
TOTAL CONTRACTED SERVICES		8,265,961	8,397,027	8,265,007	8,140,901	(125,060) -1.5%
SUPPLIES						
6000	GENERAL SUPPLIES	391,146	623,607	622,607	622,607	231,461 59.2%
6040	CUSTODIAL SUPPLIES	236,767	236,000	236,000	236,000	(767) -0.3%
6100	INSTRUCTIONAL SUPPLIES	629,917	739,582	739,582	739,582	109,665 17.4%
6210	NATURAL GAS	801,550	909,738	909,738	909,738	108,188 13.5%
6220	ELECTRICITY	949,365	948,036	948,036	948,036	(1,329) -0.1%
6230	BOTTLED GAS	14,510	15,682	15,682	15,682	1,172 8.1%
6240	OIL	124,721	61,550	61,550	61,550	(63,171) -50.6%
6260	GASOLINE	140,681	90,421	90,421	90,421	(50,260) -35.7%
6300	FOOD	1,501,181	1,540,090	1,540,090	1,540,090	38,909 2.6%
6310	NON-FOOD SUPPLIES	112,418	113,100	113,100	113,100	682 0.6%
6400	BOOKS/PERIODICALS	360,439	272,701	272,701	272,701	(87,738) -24.3%
6500	TECH-RELATED SUPPLIES	139,946	156,996	151,996	151,996	12,050 8.6%
6501	SOFTWARE LICENSES	616,280	641,111	641,111	641,111	24,831 4.0%
6600	AUDIOVISUAL SUPPLIES	18,650	16,400	16,400	16,400	(2,250) -12.1%
TOTAL SUPPLIES		6,037,571	6,365,014	6,359,014	6,359,014	321,443 5.3%
MISCELLANEOUS						
8100	DUES AND FEES	157,651	158,761	158,761	158,761	1,110 0.7%
8110	BANK FEES	4,000	4,000	4,000	4,000	- 0.0%
8120	MAINE STATE BILLING FEES	45,796	45,796	45,796	45,796	- 0.0%
8140	SCHOOL BOARD CONFERENCE FEES	1,000	1,000	1,000	1,000	- 0.0%
8500	FIELD TRIP TRANSPORTATION	322,571	335,779	335,779	335,779	13,208 4.1%
8900	MISC EXPENDITURES	7,000	9,000	9,000	9,000	2,000 28.6%

Portland Public Schools
 FY2019 Detail Expenditure Budget
 Board of Education Recommended Budget
 April 12, 2018

		FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
9000	OTHER ITEMS	185,000	185,000	185,000	185,000	-	0.0%
9100	FUND TRANSFERS OUT	-	35,000	35,000	35,000	35,000	100.0%
TOTAL MISCELLANEOUS		723,018	774,336	774,336	774,336	51,318	7.1%
DEBT SERVICE							
8310/20-1	DEBT SERVICE - OTHER	5,433,957	7,844,378	7,844,378	7,844,378	2,410,421	44.4%
8310/20-2	DEBT SERVICE - BUSES	106,876	102,586	102,586	102,586	(4,290)	-4.0%
8310/20-3	DEBT SERVICE - TECHNOLOGY	471,739	16,369	16,369	16,369	(455,370)	-96.5%
8310/20-5	BUS/VAN LEASE/PURCHASE	4,183	4,183	4,183	4,183	-	0.0%
TOTAL DEBT SERVICE		6,016,755	7,967,516	7,967,516	7,967,516	1,950,761	32.4%
CAPITAL EQUIPMENT							
7300	EQUIPMENT > \$10,000	157,223	31,619	31,619	31,619	(125,604)	-79.9%
7301	EQUIPMENT < \$10,000	-	2,500	2,500	2,500	2,500	100.0%
7340	TECH-RELATED EQUIP > \$10,000	15,000	-	-	-	(15,000)	-100.0%
7341	TECH-RELATED EQUIP < \$10,000	53,000	150,000	150,000	150,000	97,000	183.0%
TOTAL CAPITAL EQUIPMENT		225,223	184,119	184,119	184,119	(41,104)	-18.3%
Proposed reduction to be made 4/12/18				45,230			
TOTAL EXPENDITURES		\$ 105,748,589	\$ 113,385,274	\$ 111,966,948	\$ 111,797,612	\$ 6,049,023	5.7%

**Portland Public Schools
Board of Education Recommended Budget
FY2019 Expenditures by State Budget Categories
April 12, 2018**

State Budget Category	FY18 Amended	FY19 Superintendent Recommended	FY19 Finance Committee Recommended	FY19 Board of Education Recommended	\$ +/-	% +/-
1. Regular Instruction	\$ 42,592,907	\$ 44,726,332	\$ 44,147,015	\$ 44,147,015	\$ 1,554,108	3.6%
2. Special Education Instruction	14,415,192	15,419,248	15,393,999	15,393,999	978,807	6.8%
3. CTE (vocational) Instruction	3,111,014	3,238,772	3,236,065	3,221,300	110,286	3.5%
4. Other Instruction	2,306,573	2,445,871	2,445,449	2,445,449	138,876	6.0%
5. Student & Staff Support	9,752,319	10,398,331	10,130,844	10,130,844	378,525	3.9%
6. System Administration	4,314,629	4,431,534	4,025,859	4,025,859	(288,770)	-6.7%
7. School Administration	5,422,263	5,575,068	5,568,553	5,568,553	146,290	2.7%
8. Transportation & Buses	3,209,764	3,043,966	3,018,465	3,018,465	(191,299)	-6.0%
9. Facilities Maintenance	10,834,964	11,401,221	11,316,191	11,212,236	377,272	3.5%
10. Debt Service	4,023,031	6,210,831	6,210,831	6,210,831	2,187,800	54.4%
11. All Other Expenditures*	299,139	469,809	514,151	468,921	169,782	56.8%
Total General Fund	\$ 100,281,795	\$ 107,360,983	\$ 106,007,422	\$ 105,843,472	\$ 5,561,677	5.5%
Adult Education	1,919,778	2,394,392	2,393,117	2,391,137	471,359	24.6%
Food Service	3,547,016	3,629,899	3,566,409	3,563,003	15,987	0.5%
Total	\$ 105,748,589	\$ 113,385,274	\$ 111,966,948	\$ 111,797,612	\$ 6,049,023	5.7%

*FY19 Finance Committee Recommended amount includes proposed reduction of \$45,230 to be made 4/12/18,

Portland Public Schools
Board of Education Recommended Budget
FY2019 Cost Center Summary - Expenditure
April 12, 2018

Cost Center		FY18 Amended	FY19 Recommended	\$ +/-	% +/-	
Elementary	Cliff Island	\$ 160,283	\$ 168,825	\$ 8,542	5.3%	
	East End	3,970,824	4,053,116	82,292	2.1%	
	Hall	4,122,411	4,422,195	299,784	7.3%	
	Longfellow	2,838,318	2,983,699	145,381	5.1%	
	Lyseth	4,364,596	4,429,994	65,398	1.5%	
	Ocean Avenue	4,241,444	4,351,536	110,092	2.6%	
	Peaks Island	727,588	670,612	(56,976)	-7.8%	
	Presumpscot	2,565,509	2,675,106	109,597	4.3%	
	Reiche	4,044,630	4,348,925	304,295	7.5%	
	Riverton	5,409,655	5,809,572	399,917	7.4%	
Middle	King	5,785,067	6,169,919	384,852	6.7%	
	Lincoln	5,559,373	5,692,595	133,222	2.4%	
	Moore	5,925,365	6,098,222	172,857	2.9%	
High	Portland	8,139,778	8,561,613	421,835	5.2%	
	Deering	9,205,171	9,586,445	381,274	4.1%	
	Casco Bay	3,096,024	3,237,664	141,640	4.6%	
Other	PATHS	3,111,014	3,221,300	110,286	3.5%	
	Special Education	2,116,139	2,345,483	229,344	10.8%	
	Summer School	2,103	23,192	21,089	1002.8%	
	Bayside Learning Community	1,303,656	1,341,815	38,159	2.9%	
	Communications Office	99,139	276,562	177,423	179.0%	
	School Board	429,873	399,578	(30,295)	-7.0%	
	Superintendent	818,086	714,882	(103,204)	-12.6%	
	Assistant Superintendent	155,484	247,724	92,240	59.3%	
	Finance	954,391	840,168	(114,223)	-12.0%	
	Debt Service	4,023,031	6,210,831	2,187,800	54.4%	
	Human Resources	1,105,595	987,837	(117,758)	-10.7%	
	District-wide benefits	851,200	835,670	(15,530)	-1.8%	
	Facilities Department	6,564,480	6,785,034	220,554	3.4%	
	IT Department	2,191,925	2,027,833	(164,092)	-7.5%	
	Multi-Lingual	1,099,043	1,068,402	(30,641)	-2.8%	
	Department of Academics	1,890,836	2,046,299	155,463	8.2%	
	Health Services	-	-	-	0.0%	
	Transportation Services	3,409,764	3,210,824	(198,940)	-5.8%	
	Total General Fund		\$ 100,281,795	\$ 105,843,472	\$ 5,561,677	5.5%
	Adult Education		1,919,778	2,391,137	471,359	24.6%
Food Service		3,547,016	3,563,003	15,987	0.5%	
Total		\$ 105,748,589	\$ 111,797,612	\$ 6,049,023	5.7%	

TAX RATE COMPUTATION--FY2019
Board of Education Recommended Budget

	General Fund	Food Service	Adult Ed	TOTAL
Total Expenditures	\$ 105,843,472	\$ 3,563,003	\$ 2,391,137	\$ 111,797,612
Less: General Revenue	(1,478,906)	(3,332,733)	(644,040)	(5,455,679)
State EPS	(12,677,092)			(12,677,092)
State reimbursed Debt Svc	(3,662,244)			(3,662,244)
Use of Fund Balance per Policy DA	<u>(500,000)</u>	<u>(230,270)</u>	<u>(50,000)</u>	<u>(780,270)</u>
Tax Levy	\$ 87,525,230	\$ -	\$ 1,697,097	\$ 89,222,327

Valuation 7,900,000,000 This estimate was updated by the City Assessor on 4/3/18

Tax Rate:				
FY19	\$ 11.08	\$ -	\$ 0.21	\$ 11.29
FY18	\$ 10.44	\$ -	\$ 0.17	\$ 10.61
<hr/>				
<i>\$ Increase</i>	\$ 0.64	\$ -	\$ 0.04	\$ 0.68
<i>% Increase</i>	6.1%	0.0%	26.4%	6.4%

**FY19 Budget
Comparative Tax Levy Summary
Board of Education Recommended Budget
April 12, 2018**

	FY17	FY18	FY19	\$ +/-	% +/-
Food Service					
Expenditures	\$ 3,639,526	\$ 3,547,016	\$ 3,563,003	\$ 15,987	0.5%
Revenue	(3,470,450)	(3,513,780)	(3,563,003)	(49,223)	1.4%
Tax Levy	169,076	33,236	0	(33,236)	-100.0%
Adult Ed					
Expenditures	1,807,713	1,919,778	2,391,137	471,359	24.6%
Revenue	(658,680)	(621,864)	(694,040)	(72,176)	11.6%
Tax Levy	1,149,033	1,297,914	1,697,097	399,183	30.8%
General Fund					
Expenditures	98,155,645	100,281,795	105,843,472	5,561,677	5.5%
Revenue	(19,142,378)	(18,825,024)	(18,318,242)	506,782	-2.7%
Tax Levy	79,013,267	81,456,771	87,525,230	6,068,459	7.4%
Total					
Expenditures	103,602,884	105,748,589	111,797,612	6,049,023	5.7%
Revenue	(23,271,508)	(22,960,668)	(22,575,285)	385,383	-1.7%
Tax Levy	\$ 80,331,376	\$ 82,787,921	\$ 89,222,327	\$ 6,434,406	7.8%

**Portland Public Schools
Board of Education Recommended Budget
FY18 to FY19 Comparative Staffing--Locally Funded**

Education	Student Enrollment*		Teachers		Ed Techs		Principals		Support Staff (BASE)		Admin & Support (Non-union)		Total		Difference
	10/1/2016	10/1/2017	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	
Cliff Island Elementary	5	2	1.20	1.20	1.00	1.00	-	-	0.25	0.25	-	-	2.45	2.45	-
East End Community	400	417	33.30	34.98	10.29	8.79	2.00	2.00	6.00	6.00	0.18	0.18	51.77	51.94	0.17
Hall Elementary	425	403	35.85	37.69	9.50	8.50	2.00	2.00	5.25	6.25	0.18	0.18	52.78	54.62	1.84
Longfellow Elementary	315	347	27.00	27.81	4.48	4.09	1.50	1.50	3.50	3.56	0.18	0.18	36.66	37.13	0.47
Lyseth Elementary	471	491	38.73	39.07	7.50	7.00	2.00	2.00	5.50	5.06	0.18	0.18	53.91	53.31	-0.60
Ocean Avenue Elem.	405	381	37.00	36.98	15.29	14.29	2.00	2.00	6.00	6.00	0.18	0.18	60.47	59.44	-1.03
Peaks Island Elem.	38	37	6.10	5.35	1.00	1.00	-	-	2.50	2.50	0.18	0.18	9.78	9.03	-0.75
Presumpscot Elem.	252	248	24.85	24.23	5.02	5.43	1.00	1.00	3.50	3.06	0.18	0.18	34.55	33.90	-0.65
Reiche Elementary	434	440	37.45	38.00	10.00	9.00	-	0.50	6.75	6.75	0.18	0.18	54.38	54.43	0.05
Riverton Elementary	457	443	43.81	44.77	24.00	26.00	2.00	2.00	8.00	8.00	0.18	0.18	77.99	80.95	2.95
King Middle School	517	518	51.35	52.52	11.00	11.80	2.00	2.00	7.75	7.25	0.18	0.50	72.28	74.07	1.79
Lincoln Middle School	499	523	51.71	51.22	6.78	5.79	2.00	2.00	8.50	8.50	0.18	0.19	69.17	67.69	-1.48
Moore Middle School	501	448	51.88	51.72	15.00	13.50	2.00	2.00	8.50	8.50	0.18	0.19	77.56	75.91	-1.65
Casco Bay High	378	387	31.90	31.54	1.20	1.20	1.00	1.00	2.00	2.00	0.19	0.20	36.29	35.94	-0.35
Deering High School	908	927	76.33	77.56	15.87	14.03	4.00	4.00	13.88	13.88	2.20	2.20	112.28	111.66	-0.62
Portland High School	734	759	63.30	64.58	7.60	8.60	4.00	4.00	12.75	13.00	1.20	1.20	88.85	91.38	2.53
PATHS	0	0	19.50	19.50	6.00	6.00	1.00	1.00	10.50	9.50	0.18	0.20	37.18	36.20	-0.98
Bayside Learning Ctr	0	0	11.05	10.20	11.99	11.99	-	1.00	2.25	1.00	1.18	0.18	26.47	24.36	-2.11
Special Services	0	0	7.50	8.00	3.29	3.29	-	-	-	-	2.00	4.00	12.79	15.29	2.50
Communications Office	0	0	-	-	-	-	-	-	0.60	0.60	0.50	1.50	1.10	2.10	1.00
Superintendent Office	0	0	-	-	-	-	-	-	-	-	5.00	5.00	5.00	5.00	-
Finance	0	0	-	-	-	-	-	-	2.00	2.00	5.00	4.00	7.00	6.00	-1.00
Human Resources	0	0	-	-	-	-	-	-	-	-	10.00	8.00	10.00	8.00	-2.00
Information Technology	0	0	-	-	-	-	-	-	5.00	5.00	5.75	6.00	10.75	11.00	0.25
Facilities	0	0	-	-	-	-	-	-	7.00	9.00	3.00	3.00	10.00	12.00	2.00
Multilingual	0	0	3.78	4.13	-	-	-	-	3.00	2.00	7.70	7.35	14.48	13.48	-1.00
Depart. of Academics	0	0	3.30	3.90	-	-	-	-	-	-	3.00	4.00	6.30	7.90	1.60
Transportation	0	0	-	-	-	-	-	-	33.88	33.88	3.00	2.76	36.88	36.64	-0.24
Adult Ed	0	0	8.78	7.78	-	-	1.00	2.00	3.58	6.53	2.00	2.00	15.36	18.31	2.95
Food Service	0	0	-	-	-	-	-	-	37.34	35.19	1.00	1.00	38.34	36.19	-2.15
Total	6739	6771	665.67	672.73	166.81	161.27	29.50	32.00	205.78	205.26	55.06	55.04	1122.82	1,126.29	
FY19 Change		32		7.06		-5.54		2.50		-0.52		-0.03		3.47	

*2017 certified enrollment data was not available as of the date of publication of this document.

**Portland Public Schools
Board of Education Recommended Budget
FY18 to FY19 Comparative Staffing--Grant Funded**

	Title IA		Title IIA		Title IIIA		Title IVA		Local Entitlement		All Other		Total	
	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19	FY18	FY19
Cliff Island Elementary	-	-	-	-	-	-	-	-	-	-	-	-	-	-
East End Community	5.5	5.5	-	-	-	-	-	-	1.0	1.0	-	-	6.5	6.5
Hall Elementary	1.0	2.0	-	-	-	-	-	-	1.8	1.8	-	-	2.8	3.8
Longfellow Elementary	-	-	0.5	0.5	-	-	-	-	2.0	2.0	-	-	2.5	2.5
Lyseth Elementary	1.0	1.1	-	-	-	-	-	-	1.8	2.8	-	-	2.8	3.9
Ocean Avenue Elem.	1.0	1.9	0.5	0.5	-	-	-	-	4.3	3.5	-	-	5.8	5.9
Peaks Island Elem.	-	-	-	-	-	-	-	-	1.0	0.5	0.5	0.5	1.5	1.0
Presumpscot Elem.	4.7	3.7	-	-	-	-	-	-	1.0	1.0	-	-	5.7	4.7
Reiche Elementary	5.4	5.7	-	-	-	-	-	-	1.8	1.0	-	-	7.2	6.7
Riverton Elementary	6.8	7.4	-	-	-	-	-	-	2.7	2.7	-	-	9.5	10.1
Levey Day School	0.1	0.1	-	-	-	-	-	-	-	-	-	-	0.1	0.1
St Brigid	0.3	0.2	-	-	-	-	-	-	-	-	-	-	0.3	0.2
King Middle School	-	-	1.0	1.0	-	-	-	-	1.0	1.8	-	-	2.0	2.8
Lincoln Middle School	-	-	1.0	1.0	-	-	-	-	3.0	3.8	-	-	4.0	4.8
Moore Middle School	-	-	1.0	1.0	-	-	-	-	2.6	2.6	-	-	3.6	3.6
Casco Bay High	-	-	-	-	-	-	-	-	1.0	1.0	-	-	1.0	1.0
Deering High School	-	-	-	-	-	-	-	-	1.9	2.8	-	-	1.9	2.8
Portland High School	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PATHS	-	-	-	-	-	-	-	-	-	-	1.0	1.0	1.0	1.0
Bayside Learning Ctr	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Services	-	-	-	-	-	-	-	-	8.1	8.3	0.2	-	8.3	8.3
Communications Office	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Superintendent Office	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Finance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multilingual	-	-	-	-	3.6	3.9	-	-	-	-	-	-	3.6	3.9
Depart. of Academics	1.7	1.1	1.1	-	-	-	-	0.2	-	-	-	0.9	2.8	2.1
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Adult Ed	-	-	-	-	-	-	-	-	-	-	7.1	7.0	7.1	7.0
Food Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	27.4	28.7	5.1	4.0	3.6	3.9	-	0.2	34.9	36.6	8.8	9.4	79.8	82.6
FY19 Change		1.3		-1.1		0.3		0.2		1.7		0.6		2.8

Portland Public Schools
FY2018 Staffing Changes During Fiscal Year--Locally Funded
Board of Education Recommended Budget
April 12, 2018

FY2018 Positions at Beginning of the Year **1,122.82 ***

Approved during FY18:

ELL Teacher	0.50	Hall Elementary	Teacher
ELL Teacher	0.50	East End Community	Teacher
Kindergarten Teacher	1.00	East End Community	Teacher
Teacher on Sabbatical	0.50	Department of Academics	Teacher
Literacy Coach	(0.50)	Academics (across district)	Teacher
Office Secretary	1.00	Adult Ed	Regular Support Staff
Library Ed Tech	1.00	Portland High	Ed Tech
ELL Ed Tech	(1.00)	Moore Middle	Ed Tech
Ed Tech	1.00	King Middle	Ed Tech
	<u>4.00</u>		

FY18 Current Staffing **1,126.82**

**1,126.12 per FY2018 Approved Amended Budget; Figure adjusted down by 3.3 FTE due to system records errors which were discovered during FY2018.*

Portland Public Schools
Certified October 1st Attending Enrollment~

Cost							
Center	ELEMENTARY SCHOOLS	2012	2013	2014	2015	2016	2017*
010	Cliff Island	4	4	4	4	5	2
030	East End	414	415	425	405	400	417
040	Hall	439	450	421	395	425	403
050	Longfellow	385	365	340	337	315	347
060	Lyseth	524	517	499	504	471	491
065	Ocean Ave	451	442	421	416	405	381
070	Peaks Island	63	53	52	40	38	37
080	Presumpscot	281	281	299	268	252	248
090	Reiche	360	366	404	427	434	440
100	Riverton	423	454	470	468	457	443
	Total Elementary	3,344	3,347	3,335	3,264	3,202	3,209
	MIDDLE SCHOOLS						
110	King	532	535	502	517	517	518
120	Lincoln	469	479	488	485	499	523
130	Moore	476	488	495	480	501	448
	Total Middle School	1,477	1,502	1,485	1,482	1,517	1,489
	HIGH SCHOOLS						
310	Portland	916	871	862	793	734	759
340	Deering	938	923	937	901	908	927
340	Casco Bay	280	335	368	389	378	387
	Total High School	2,134	2,129	2,167	2,083	2,020	2,073
	TOTAL SCHOOL ENROLLMENT	6,955	6,978	6,987	6,829	6,739	6,771
	Change	2	23	9	-158	-90	32
	Percent change	0.0%	0.3%	0.1%	-2.3%	-1.3%	0.5%
	Subsidy (EPS) counts	6,919	6,951	6,962	6,789	6,740	6,695

Notes:

Only Portland resident PATHS students are included above, and are counted at their home school.

Bayside Learning Community students are also counted at their home school.

Counts reflect attending enrollment as certified by the Maine Department of Education.

~ Data provided by Maine Department of Education at <http://maine.gov/doe/data/student/enrollment.html>

*2017 certified enrollment data was not available at the website noted above as of the date of publication of this document.

Resolve 8 - 17/18
~~Tab 6 - 3-19-18~~
Tab 10 4-18-18

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					Subtotal:	\$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					Subtotal:	\$879,418		
				<i>Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)</i>	\$879,418					Subtotal:		\$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	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		
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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

**MAYOR STRIMLING'S AMENDMENT 1
TO RESOLVE 8-17/18
RE: FUNDING UNFUNDED PROGRAMS WITH ANY ADDITIONAL FUNDS ABOVE
THOSE ESTIMATED TO BE RECEIVED**

**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 fund additional, unfunded programs that are next highest in total points to those already funded ~~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.

AMENDMENT 2 TO RESOLVE 8-17/18
RE: FUNDING TO LONGTERM STAYERS REDISTRIBUTED TO FULLY FUND
PREBLE STREET

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

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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:

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- 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.

Amendment 2 to CDBG Resolve 8-17/18
See page 2

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					Subtotal:	\$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	
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				<i>Total Development, Econ Dev. & Construction Requests</i>	\$991,304								
				<i>Total HUD Allocated Development Funds Available</i>	\$789,418								
				Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)	\$879,418					Subtotal:	\$879,418	\$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				
8	SS	NI	Police Department	Community Policing	\$150,000					\$150,000	\$150,000	
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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
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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
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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
				ALL CDBG REQUESTS TOTAL	\$2,897,980					Allocation Total:	\$1,850,465	\$1,882,351
												\$0

Alma

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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
	<u>\$ 11,886</u>	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
<u>\$ 801,304</u>	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
	<u>\$ 31,247</u>	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	<u>\$ 913,502</u>	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).



Executive Department
Jon P. Jennings, City Manager

March 16, 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 activities under the CDBG, HOME and ESG Programs be proportionately increased or decreased from the estimated funding levels to match the actual allocation amounts.

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	Guiding Principles	Capacity to Deliver	Partner/ Collabor	Total	Committee Recommendation	City Manager Recommendation	Council Allocation
					33 pts	30 pts	25 pts	12 pts				
1	AP	Planning & Urban Dev Dept.	CDBG Admin and Planning	\$364,093						\$364,093	\$364,093	
<i>Total Admin & Planning Available</i>				\$364,093					Subtotal:	\$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	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	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	Coastal Enterprises, Inc.	Portland Microenterprise Assistance	\$48,000	29.44	25.44	22.44	10.22	87.56	\$48,000	\$48,000	
5	CON	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	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	Port Resources	Four Hot Water Heater Replacements	\$12,504	26.56	26.56	20.78	8.00	81.89		\$12,504	
Total Development, Econ Dev. & Construction Requests				\$991,304								
Total HUD Allocated Development Funds Available				\$789,418								
Total Funds Available to City Manager and Council (HUD Funds + TIF+ Contingency)				\$879,418					Subtotal:	\$879,418	\$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 (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			

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 1180 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

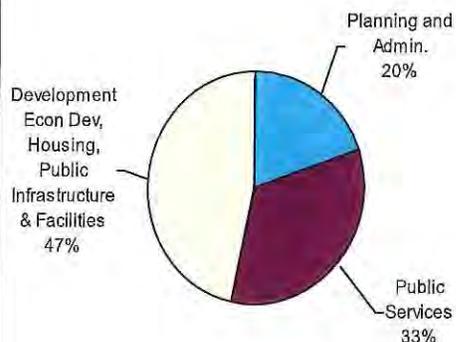
Funding Categories

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



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

	HOME	CDBG	HDF**	LEAD Safe Housing Program Income***	Housing Trust Fund***	TOTAL BUDGET
2018-19 HOME Consortium Admin (10% of allocation)	82,486					82,486
2018-19 HOME Consortium Programming	423,151					423,151
2017-18 HOME Program Income	120,000					120,000
2017-18 HOME Program Income Recaptured Funds	31,247					31,247
2017-18 HOME Program Income Deduction for County	-334					-334
Re-Allocated HOME Funds (funding from previous years)						0
2018-19 CDBG Administration						0
2018-19 CDBG Programming						0
2017-2018 Housing Trust Fund					913,502	913,502
2017-18 HDF Program Income			224,096			224,096
2017-18 Lead Safe Housing Program Income				170,866		170,866
REVENUE TOTALS (Portland)	656,550	0	224,096	170,866	913,502	1,965,014

2018-19 HOUSING Budget by Activity (Portland)

	HOME	CDBG	HDF**	LEAD Safe Housing Program Income***	Housing Trust Fund***	TOTAL BUDGET
Administration PL1801/QS1801	94,486		51,826			146,312
Housing Rehabilitation (18 Units @ \$15,000/unit) QM1800/QB1800	100,000		172,270			272,270
Homeownership Assistance QJ1800	0					0
Tenant-Based Rental Assistance QT1801	137,000					137,000
Affordable Housing Development QK1800/IN1114	254,539				913,502	1,168,041
CHDO QL1800	70,525					70,525
Lead Safe Housing PLL036	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

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

2018-19 HOUSING Budget by Activity

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

Housing Rehabilitation Program				
HOME Funding				
Fiscal Year	Program Budget		Funds	Units
	Authority	Expended	Expended	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	Units
	Authority	Expended	Expended	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		Funds	Units
	Authority	Expended	Expended	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		Additional		Households Assisted
	Authority	Expended	Budget Authority	Funds Expended	
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
Administration 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 housing 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.

Tab 11 - 4-18-18

Order 169-17/18

Motion to postpone to April 18, 2018; 8-1 (Thibodeau) on 3/19/2018

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)

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

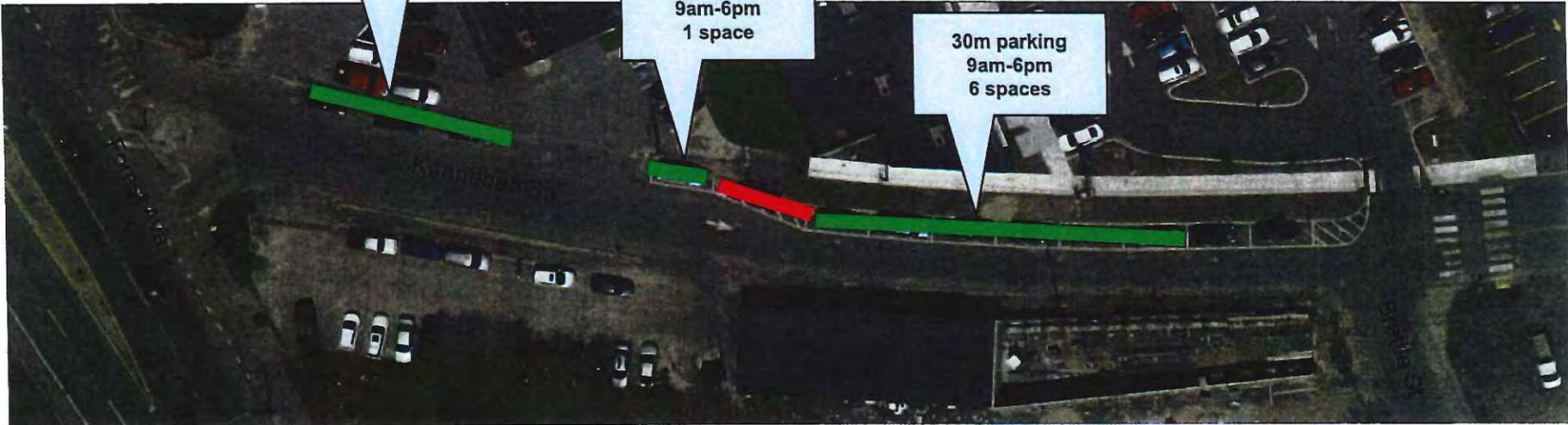
Bean/agendarequestmemo/rev 11/2015

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

Tab 12 4-18-18

Order 174-17/18

Motion to postpone to April 18, 2018: 9-0 on 3/19/2018

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: 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 82 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

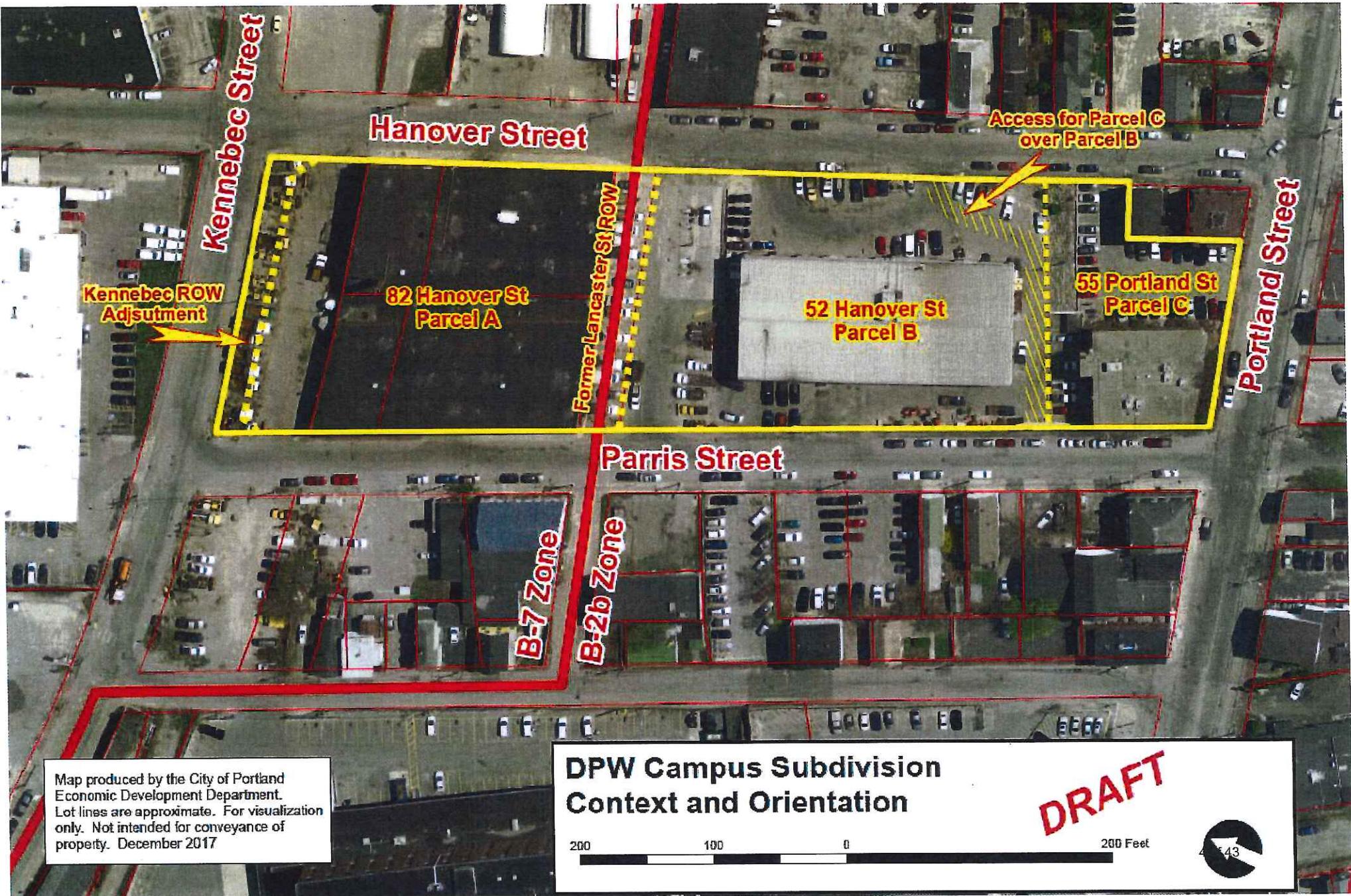
Staff is recommending that the City Council vote to approve the proposed Purchase and Sale Agreement and Lease Agreement in substantial form as attached.

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



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

DESCRIPTION OF INTENDED USE

82 Hanover

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

44 Hanover

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

Lancaster Court (between 82 Hanover & 44 Hanover)

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

56 Parris Street

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

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
RTA

PortProperty
MANAGEMENT

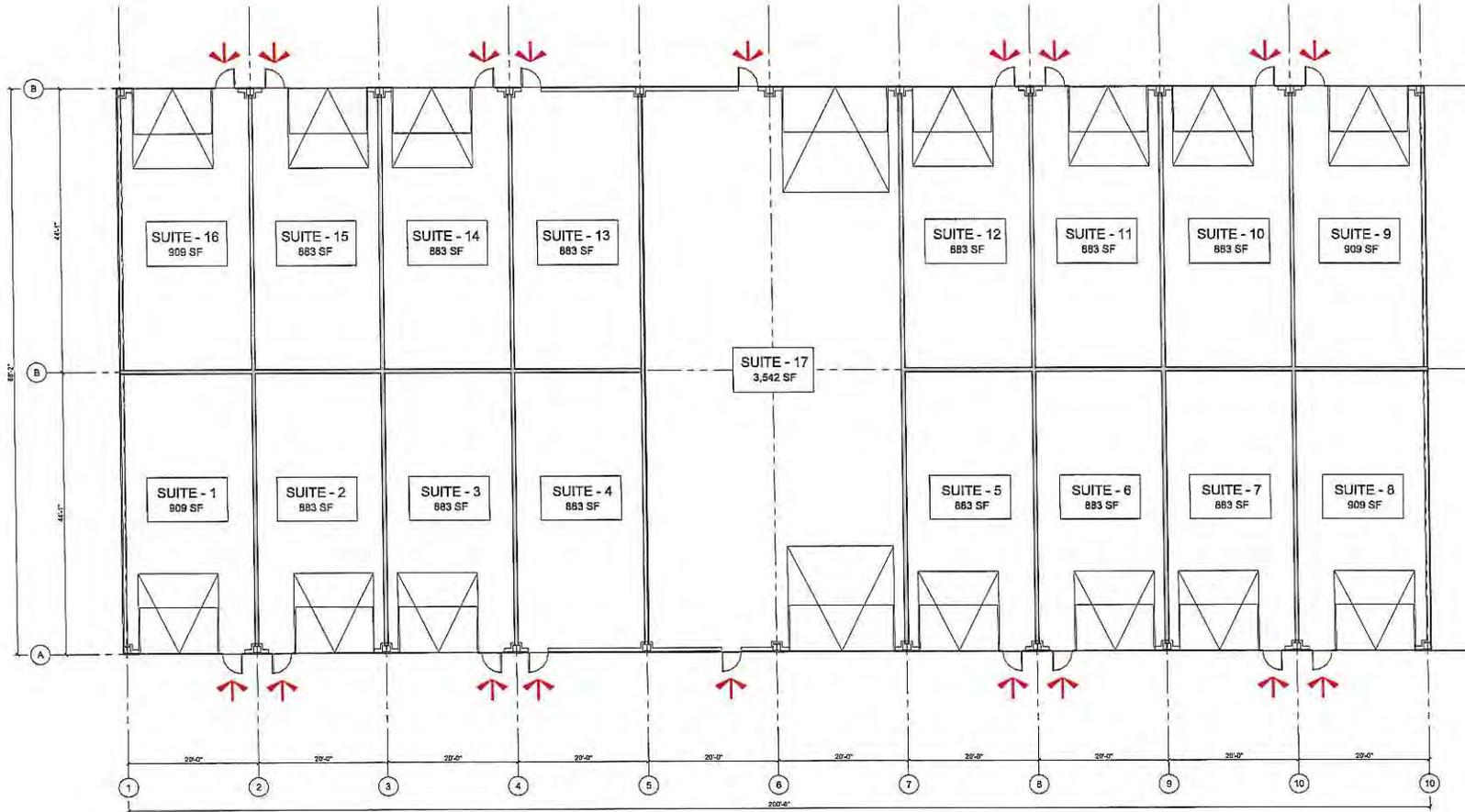
RYAN SENATORE **ARCHITECTURE**

PROGRESS PRINT ONLY
Not for Construction

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	909 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 = 37,714 SF	
NOTE: ALL SQUARE FOOTAGES CALCULATED USING OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS.	

1 FIRST FLOOR CONCEPT PLAN
15-112



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. Tenant shall maintain occurrence based General Liability Insurance, which shall include liability insurance with respect to automobiles, trucks and other motor vehicles, 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 provide Landlord with a certificate evidencing such General Liability Insurance coverage prior to execution of this Lease. Tenant shall be responsible for covering its personal property with such property and casualty insurance as it deems reasonably necessary and shall provide Landlord with

documentation of such policies of insurance or self-insurance prior to execution of this Lease. Landlord shall not be responsible for any damage to Tenant's personal property except for damage caused by Landlord. Claims brought by Landlord against Tenant for damage to the Premises, that are not covered by an insurance policy, and are the result of Tenant's use and/or negligence, and not resulting from the Landlord, its employees, subcontractors, or others using the Access Easement to access the property at 55 Portland Street, shall be Tenant's responsibility to repair or reimburse Landlord in an amount equal to that reasonably necessary to return the Premises, to substantially the same condition in which they were at the start of this Lease. 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, or others using the Access Easement to access 55 Portland Street. Any such cleaning, maintenance and/or repairs shall be to return all glass and windows to substantially the same condition in which they were at the start of this Lease.
- 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. Landlord shall procure and maintain such Property and Casualty insurance as it deems reasonably necessary in regard to the Premises, and Tenant shall pay Landlord upon execution of this Lease for annual premiums in an amount up to and including ten thousand dollars (\$10,000). Such coverage shall be in form and amount to coverage as commonly written for comparable buildings. In the event that the Term of this Lease exceeds the term of Landlord's Property and Casualty insurance policy, Tenant shall pay Landlord for applicable premiums within 10 days of Landlord's request for such payment. Any deductibles and/or retentions in an amount higher than ten thousand dollars (\$10,000) shall be subject to approval by Tenant. Tenant shall be named an additional insured on such policy for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages

available to the 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.

- e. Pollution Liability Insurance. Tenant shall procure and maintain premises pollution liability insurance in form and content reasonably acceptable to Landlord considering Tenant's use of the Premises as a vehicle maintenance garage and fueling station in an amount not less than one million dollars (\$1,000,000) per occurrence, for the Term of this Lease, or if the Occupancy Period ends later than the end of the Term, then, for the entire Occupancy Period, naming Landlord as an additional insured thereon. The pollution liability policy shall provide at least such coverage as commonly written for comparable buildings and uses comparable to Tenant's use of the Premises. The policy shall provide liability coverage on a claims-made and reported basis which covers claims first made against an insured and reported to the Insurer, during the policy period. The policy shall also provide coverage for remediation costs which covers pollution conditions first discovered and reported to the insurer during the policy period. Tenant shall include in the pollution coverage, conditions emanating from storage tanks on the Premises. Tenant additionally agrees to purchase a so-called "tail" or extended reporting period coverage for at least a one-year term in form reasonably acceptable to Landlord that provides coverage for claims pursuant to said pollution liability insurance policy.
- f. Self-Insurance, Large Deductibles and/or Retentions. Tenant is solely responsible for all deductibles and or retentions on any insurance policies required by this Lease, and agrees to pay all deductibles and retentions with respect to any such policies. Any coverage required by this Lease for which Tenant chooses to self-insure shall be the responsibility of the Tenant, and Tenant agrees to pay any covered claims for which it chooses to self insure.
- g. Waiver of Subrogation. Tenant shall procure waiver of subrogation on any insurance policies required under this Lease in which it is able to do so. Tenant agrees that it shall waive subrogation with respect to any matters for which it self-insures, including, without limitation, worker's compensation insurance. Landlord acknowledges and agrees that Tenant's general liability insurance coverage shall not include a waiver of subrogation. Landlord may choose to either waive subrogation or list the Tenant as a named insured in lieu of waiving subrogation under its property and casualty insurance policy.
- h. Notice. All of the insurance policies in which the Tenant or Landlord are an additional or named insured under the terms of this Lease shall, contain a clause that the insurer shall not cancel or reduce the coverage of the insurance without first giving Tenant, 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.

10.2 Environmental Compliance.

During the longer of the Term or the Occupancy Period, the Tenant shall be responsible for complying with all applicable state, federal and municipal environmental obligations, laws and regulations (hereinafter collectively "Environmental Laws") and taking all necessary steps to prevent any violation of any such Environmental Laws. In addition, Tenant shall be responsible for the costs and expenses relating to any violation of Environmental Law regarding any Hazardous Material, substance or waste which comes on, which comes from or affects, the Premises during the longer of the Term or the Occupancy Period, or which is hereafter placed upon or under the Premises at any time during the longer of the Term or the Occupancy Period (including, without limitation all fines, penalties or the like, as well as the costs of removal and remediation) including, any and all losses, damages, suits, penalties, costs, liability and expenses (including but not limited to reasonable investigation, laboratory fees, environmental audit and legal expenses) arising out of any claim for loss or damage to any real or personal property or to person(s) including the Premises, injuries to or death of person(s), contamination of or adverse effects on the environment or any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from any Hazardous Material (as defined below), substance or waste which comes on, which comes from or affects, the Premises during the longer of the Term or the Occupancy Period, or which is hereafter placed upon or under the Premises at any time during the longer of the Term or the Occupancy Period. Tenant's obligations under this paragraph do not apply to any violation of Environmental Laws or claims resulting from the actions or omission of Landlord, its employees, subcontractors, or others using the Access Easement to access the property at 55 Portland Street. This paragraph is only intended to govern Tenant's actions during the longer of the Term or the Occupancy Period of the Lease and does not apply to Tenant's ownership of the Premises.

The term "Hazardous Materials" or "Hazardous Material" as used in this Lease Agreement includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future State, Federal or municipal environmental law, regulation or ordinance including but not limited to any such law, regulation or ordinance relating to petroleum or petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

Landlord acknowledges and agrees that nothing in section 10 of this Lease is intended to alter or does alter the rights and obligations of the parties under sections 8 and 9 of the Purchase and Sale Agreement.

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 Stertil 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 floor body shop lights
- 2 new Fleet building dumpsters
- Misc shelving

Status of Sales of Bayside Former Public Works Properties

a/o 4/9/2018

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	Closed 4/5/2018	Jack Soley	\$175,000
82 Hanover Street	10/2/2017	10/24/2017	3/1/2018*	3/1/2018*	5/15/2018	Tom Watson	\$2,350,000
65 Hanover Street	10/2/2017	10/19/2017	12/3/2017	1/17/2018	Closed 4/6/2018	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	4/16/2018					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.

**Negotiating time extension due to project scope changes and project funding source decision timeframes.

*Order 184-17/18
Feb 13 4-9-18
Feb 13 4-18-18*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER RESCINDING ORDER 144-17/18 AUTHORIZING WATERFRONT
CONCERT FESTIVALS
PRESENTED BY WATERFRONT CONCERTS, LLC
ON THE MAINE STATE PIER**

ORDERED, that Order 144-17/18 is hereby rescinded and the authorization for Waterfront Concert Festivals on Maine State Pier by Waterfront Concerts, LLC is hereby revoked; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute any documents necessary or convenient to carry out the intent of this Order.

AMENDMENT PREPARED BY CORPORATION COUNSEL
FOR ORDER 184-17/18

ORDER ~~RESCINDING AMENDING~~ ORDER 144-17/18 AND AUTHORIZING
WATERFRONT CONCERT FESTIVALS
PRESENTED BY ~~WATERFRONT CONCERTS, LLC~~
LIVE NATION ENTERTAINMENT
ON THE MAINE STATE PIER

ORDERED, that Order 144-17/18, attached hereto, is hereby ~~repealed-amended to~~
award the and the authorization for the Waterfront Concert Festivals on Maine
State Pier to Waterfront Concerts, LLC is hereby revoked Live Nation
Entertainment; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager
to execute any documents necessary or convenient to carry out the intent of this
Order.

Order 144-17/18

Motion to separate Order 144-17/18 from Consent Calendar: 9-0 on 2/5/2018

Passage: 9-0 on 2/5/2018

Effective 2/15/2018

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 AUTHORIZING WATERFRONT CONCERT FESTIVALS
PRESENTED BY WATERFRONT CONCERTS, LLC
ON THE MAINE STATE PIER AND APPROVING CONTRACTS AND
PERMITS THEREFOR**

ORDERED, that Waterfront Concert Festivals on Maine State Pier are hereby declared as a series of Festivals in 2018 to be presented by Waterfront Concerts, LLC on behalf of event beneficiaries, which will be non-profit organizations; and

BE IT FURTHER ORDERED, that the City Manager is authorized to grant permits to the Festival organizers, Waterfront Concerts, LLC, on behalf of each of the event beneficiaries, pursuant to Sections 25–27 of the Portland City Code for the following activities:

- Waterfront Concerts, LLC will have the use of the Maine State Pier on all mutually agreeable dates of the Waterfront Concert Festivals on Maine State Pier; and any and all public announcement and other speakers or amplifiers used to amplify music or other sound shall be maintained at a reasonable level and be configured by Waterfront Concerts, LLC and the City to focus volume on the Maine State Pier and its immediate environment; and

BE IT FURTHER ORDERED, that the Festival Area, which is Maine State Pier, for all of the approved Festivals will be closed to street vendors pursuant to Section 19–17 of the Portland City Code and is reserved for the use of Waterfront Concerts, LLC, and event beneficiaries for the purpose of conducting the Festivals, subject to the direction and control of the City Manager; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to issue a revocable permit for each Festival under Sections 25-26 thru 25-30 of Portland City Code to Waterfront Concerts, LLC and event beneficiaries subject to the following conditions:

- Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during each of the approved Festivals, other than to persons 21-years-old and older in designated areas with security provided by

staff from the Portland Department of Parks, Recreation and Facilities and/or Waterfront Concerts.

- Waterfront Concerts, LLC shall indemnify the City and hold it harmless from and against all claims arising out of activities during all said Festivals/events approved hereunder, and shall take out and maintain general and liquor liability insurance coverage in the amount of at least \$1,000,000 per occurrence for personal or bodily injury, death, or property for said purposes. Waterfront Concerts, LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance. With respect to the Commercial General Liability Insurance, the CONTRACTOR shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY;
- All conditions for use of grounds, specified in each permit for all Festivals approved hereunder issued from the Public Assembly Facilities Division, shall be adhered to;
- Waterfront Concerts, LLC shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at all of the approved Festivals;
- City permit fees and license fees, a fee per ticket sold and a percentage of revenue from sales of food, beverages and merchandise for events, as well as costs for city staff assistance will be paid by Waterfront Concerts, LLC; and

BE IT FURTHER ORDERED, that the Public Assembly Facilities Division staff or qualified volunteers will provide security at all of the approved Festivals; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of all of the Festivals approved hereunder; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into an Agreement with Waterfront Concerts, LLC and event beneficiaries for the use of the Maine State Pier as described herein; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute said document and any other related documents necessary or convenient to carry out the intent of said document and this Order.

MEMORANDUM
City Council Agenda Item

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

FROM: Danielle West-Chuhta, Corporation Counsel

DATE: April 3, 2018

SUBJECT: Order Rescinding Order 144-17/18 Authorizing Waterfront Concert Festivals Presented by Waterfront Concerts, LLC

SPONSOR: Danielle West-Chuhta, Corporation Counsel

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 4/9/2018 or 4/18/2018

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

This is because, the City Council has requested immediate inclusion on the 4/9/2018 agenda.

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

I. ONE SENTENCE SUMMARY

The City Council is considering an order to rescind the authorization it granted in February 2018 to Waterfront Concerts, LLC for the concerts it holds during the summer on the Maine State Pier.

II. AGENDA DESCRIPTION

On February, 5, 2018, the City Council approved Order 144-17/18, which authorized Waterfront Concerts, LLC to use the Maine State Pier for summer concerts. Prior to this, Alexander Gray, Waterfront Concerts, LLC's owner and sole member/manager, was charged with and pleaded guilty to a charge of domestic violence assault.

On April 1, 2018, the victim of that assault emailed the City Manager to introduce herself and provide a link to an open letter describing her experience as a victim of the aforementioned domestic violence. As a result of this letter, members of the City Council requested that Corporation Counsel sponsor and prepare an Order Rescinding the Granting of Order 144-17/18 be added to the April 9, 2018 Council agenda for consideration.

In the alternative, the City Manager is recommending that, instead of being rescinded, Order 144 be amended to award the Waterfront Concerts Festival license to a different entity.

III. BACKGROUND

On February 5, 2018, the City Council approved Order 144 (pursuant to its authority outlined in Chapter 19, section 19-22), which authorized Waterfront Concerts, LLC to use the Maine State Pier for concerts this upcoming summer season. This Order also authorized City staff to enter into a contract with Waterfront Concerts, LLC for the same reasons. To date this contract has not yet been finalized or signed by either party. Despite this lack of finalization, it is our understanding that Waterfront Concerts, LLC has already confirmed several shows/talent and has additional offers out for the summer season.

Under Robert's Rules the Council (which applies pursuant to Council rule 32) is entitled to rescind the granting and/or Approval of Order 144. (See Robert's Rules pp. 305-306). This Motion needs to be seconded; can be moved by any member of the Council (whether or not he/she voted for or against the initial item); would be open for public comment; and is debatable (re: the merits of the underlying Order) by the Council. It is important to note that if the Order Rescinding Order 144 is a two-read item (i.e. notice provided), only a majority of the Council members present would be needed to pass the Order. If, however, such notice is not provided (i.e. it is only a one-read item), then 2/3rds of those present will be required to pass the Order.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Although not specifically listed in its 2018 goals, the City Council has passed Resolves addressing the domestic violence in the past, including but not limited to, Resolve 13-05/06, Resolution Supporting Portland's 25th Annual Take Back the Night March, Rally and Speak Out Against Sexual Violence.

V. FINANCIAL IMPACT

The City would lose revenue gained by the use of Maine State Pier for summer concerts by Waterfront Concerts, LLC. In 2017, the City received approximately \$54,000 dollars in revenue from 17 Maine State Pier concerts.

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

See above analysis provided in the section about the background of the item.

VII. RECOMMENDATION

The Order is approved as to form by Corporation Counsel.

VIII. LIST ATTACHMENTS

Order Rescinding the Granting of Order 144-17/18, Authorizing Waterfront Concerts Presented by Waterfront Concerts, LLC on Maine State Pier;

Order 144-17/18 Authorizing Waterfront Concerts Presented by Waterfront Concerts, LLC on Maine State Pier;

Open letter from Erica Cole; and

Waterfront Concerts, LLC Articles of Organization and Annual Report.

Prepared by: Nancy English

Date: April 2, 2018

Bean/agendarequestmemo/rev 11/2015

All Posts



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Erica Cole  17 hours ago 4 min read



LETTER FROM THE VICTIM OF ALEX GRAY, OWNER OF WATERFRONT CONCERTS

Updated: 7 hours ago

ERICA COLE

SERVICES

ABOUT

ADVOCACY

BLOG

CONTACT



Note: Below is an open letter to Portland, Maine's City Manager, Jon Jennings, from Erica Cole. The City of Portland recently renewed a contract with Waterfront Concerts, a company owned and operated by Alex Gray, who plead guilty to domestic violence against the author. Alex Gray is still currently living under conditions set forth by the state during his deferred disposition of his plea related to this case.

Dear Mr. Jennings,

I am writing to you as a former citizen of Portland. I had to move to out of the beautiful city of Portland, where I've lived for ten years, to Boston. I moved because a man whom you've chosen to do business with assaulted me. My name is Erica Cole, former girlfriend and domestic violence victim of Alex Gray, Owner and President of Waterfront Concerts.

Last month, based on the information in your memo, Portland City Council voted unanimously to resume business with Waterfront Concerts. City Council had previously chosen to not renew their contract two months after Alex's arrest for domestic violence assault—coincidentally when the story was plastered all over the news.

I appreciate the enthusiasm to continually collect new business, large and small, into our community. My concern is that city council members wholly ignored the fact that Waterfront Concerts President, Owner, and Operator, Alex Gray, pleaded guilty to domestic violence less than six months ago, and is currently living under conditions set forth by the state.

I'm sure that you are aware that the city of Bangor signed a ten-year deal with Waterfront Concerts before Alex's scheduled trial and is now considering an additional extension. I'm assuming they were blinded by the \$25 Million that the company generated in 2016 and, collectively, \$106 Million since 2010.

The Bangor City Council members couldn't say no to the money and are now expressing queasiness over the renewal of the contract. Council Chair Ben Sprague publicly gave Gray back his small campaign donation, denouncing his behavior, but now just months later is seemingly his biggest champion in City Hall. How convenient it must be to have morals that come and go with the tide of public backlash.

Mr. Jennings, you were quoted in the Portland Press Herald saying: "The City [of Portland] netted \$54,000 on the concert series last year, and [Alex Gray] also reimburses the cost of city staff." I ask that you reassess the strong values of our community and consider the 13,437 people last year who used services by the Maine Coalition to End Domestic Violence. Even with a low crime rate, Maine ranks 9th nationally in rate of women killed by men.

In the courtroom, Alex stated "we fundamentally disagree what's on the police report". After pleading guilty in court, Alex proceeded to defend his innocence outside of the courthouse, saying: "If I hit someone's head five-to-ten times, I would not be here for a deferred dismissal, I'd be here for a murder charge." The truth is that I didn't even write my own statement. A Portland police officer recorded a statement on my behalf, as I shook uncontrollably on a hospital bed.

The officer took my statement at Maine Medical Center, where an ambulance brought me by request of the police and paramedics. According to the police report, they were concerned of a "closed head injury, and a fractured jaw" after observing redness and swelling to the right side of my head. Since being assaulted, I've undergone dental work on my right side because of my now offset bite. My dental work, along with my ambulance and emergency room bills, still weigh on me financially as I write this letter.

I spent weeks after the assault homeless, washing my one outfit and only pair of underwear in a sink. I slept on a couch for seven months, unable to provide myself with even the necessities. Over the past year, I've started from scratch to rebuild a life, and I'm proud of everything I've accomplished in that time.

The physical injuries have healed, but the emotional trauma will long be something I need to overcome. I never imagined that one day something like a slamming door could cause me to collapse to the floor in a panic attack—terrified—hardly able to breathe through my sobbing. My ego doesn't want me to admit these things, but it's important for you to hear

them.

As part of his plea deal, Alex has to abide by twenty-two conditions until returning to court later this year. One of the requirements of his agreement was the delivery of my belongings still in his possession. He was allotted 60 days to give me my belongings back—in addition to the seven months that I had gone without them.

This means I was left without basic items like my clothing and my computer that contained my life's work and source of my income. When I finally received my password-protected computer back, it had been wiped clean of any documents not deemed appropriate by my abuser.

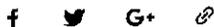
I wish that I could share with you the true extent of what I've endured both leading up to, and after, this criminal case. I fear more attempts by my abuser to legally and financially exhaust me, so I'm careful only to mention things already included in public records.

I'm writing to you in hopes that you'll find some understanding in whom you've selected to conduct business with. By continuing to do business with Alex Gray and his companies, you are sending a message that domestic violence is acceptable in Portland. You are also setting an example for young men and women that—in the city of Portland—money trumps morality.

I'm asking you to reconsider your decision to continue doing business with Alex Gray and Waterfront Concerts. I hope that one day I feel safe moving back to the city I love and make a life knowing that our **community does not tolerate domestic violence.**

Sincerely,

Erica Cole



20,312 views

2

Log in to leave a comment!



© 2018 Erica Cole

Order 144-17/18

Motion to separate Order 144-17/18 from Consent Calendar: 9-0 on 2/5/2018

Passage: 9-0 on 2/5/2018

Effective 2/15/2018

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 AUTHORIZING WATERFRONT CONCERT FESTIVALS
PRESENTED BY WATERFRONT CONCERTS, LLC
ON THE MAINE STATE PIER AND APPROVING CONTRACTS AND
PERMITS THEREFOR**

ORDERED, that Waterfront Concert Festivals on Maine State Pier are hereby declared as a series of Festivals in 2018 to be presented by Waterfront Concerts, LLC on behalf of event beneficiaries, which will be non-profit organizations; and

BE IT FURTHER ORDERED, that the City Manager is authorized to grant permits to the Festival organizers, Waterfront Concerts, LLC, on behalf of each of the event beneficiaries, pursuant to Sections 25–27 of the Portland City Code for the following activities:

- Waterfront Concerts, LLC will have the use of the Maine State Pier on all mutually agreeable dates of the Waterfront Concert Festivals on Maine State Pier; and any and all public announcement and other speakers or amplifiers used to amplify music or other sound shall be maintained at a reasonable level and be configured by Waterfront Concerts, LLC and the City to focus volume on the Maine State Pier and its immediate environment; and

BE IT FURTHER ORDERED, that the Festival Area, which is Maine State Pier, for all of the approved Festivals will be closed to street vendors pursuant to Section 19–17 of the Portland City Code and is reserved for the use of Waterfront Concerts, LLC, and event beneficiaries for the purpose of conducting the Festivals, subject to the direction and control of the City Manager; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to issue a revocable permit for each Festival under Sections 25-26 thru 25-30 of Portland City Code to Waterfront Concerts, LLC and event beneficiaries subject to the following conditions:

- Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during each of the approved Festivals, other than to persons 21-years-old and older in designated areas with security provided by

staff from the Portland Department of Parks, Recreation and Facilities and/or Waterfront Concerts.

- Waterfront Concerts, LLC shall indemnify the City and hold it harmless from and against all claims arising out of activities during all said Festivals/events approved hereunder, and shall take out and maintain general and liquor liability insurance coverage in the amount of at least \$1,000,000 per occurrence for personal or bodily injury, death, or property for said purposes. Waterfront Concerts, LLC shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance. With respect to the Commercial General Liability Insurance, the CONTRACTOR shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY;
- All conditions for use of grounds, specified in each permit for all Festivals approved hereunder issued from the Public Assembly Facilities Division, shall be adhered to;
- Waterfront Concerts, LLC shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at all of the approved Festivals;
- City permit fees and license fees, a fee per ticket sold and a percentage of revenue from sales of food, beverages and merchandise for events, as well as costs for city staff assistance will be paid by Waterfront Concerts, LLC; and

BE IT FURTHER ORDERED, that the Public Assembly Facilities Division staff or qualified volunteers will provide security at all of the approved Festivals; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of all of the Festivals approved hereunder; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into an Agreement with Waterfront Concerts, LLC and event beneficiaries for the use of the Maine State Pier as described herein; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager to execute said document and any other related documents necessary or convenient to carry out the intent of said document and this Order.

Maine Secretary of State



**2017 Annual Report
Electronic Filing Acknowledgment**

For Limited Liability Companies on file as of December 31, 2016

Charter Number: 20103607DC
DCN Number: 2176019093204
Legal Name: WATERFRONT CONCERTS, LLC

Registered Agent's Name and Address:

SARAH S. ZMISTOWSKI
PO BOX 1210
BANGOR, ME 04402-1210

Brief statement of the character of the business:

TO PROMOTE ENTERTAINMENT AND ALL ACTIVITIES RELATED THERETO

Name and Address of Members, Managers or other Authorized Persons:

ALEXANDER GRAY, MANAGER
275 FOURTH ST., OLD TOWN, ME 04468

Date of Filing: March 30, 2017

Name and Capacity of Authorizing Party:

SARAH S. ZMISTOWSKI, REGISTERED AGENT

DOMESTIC
LIMITED LIABILITY COMPANY

STATE OF MAINE

ARTICLES OF ORGANIZATION

Filing Fee \$175.00

File No. 20103607DC Pages 3
Fee Paid \$ 175
DCN 2101791900043 LTLC
---FILED---
06/28/2010


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §622, the undersigned executes and delivers the following Articles of Organization:

FIRST: The name of the limited liability company is

Waterfront Concerts, LLC

(The name must contain one of the following: "Limited Liability Company", "L.L.C." or "LLC" -- see 31 MRSA §603-A 1)

SECOND: (Check only if applicable)

This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

THIRD: The Registered Agent is a. (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent

CRA Public Number _____

(name of commercial registered agent)

Noncommercial Registered Agent

Sarah S. Zmistowski

(name of noncommercial registered agent)

80 Exchange Street, Bangor, Maine 04401

(physical location, not P.O. Box -- street, city, state and zip code)

P.O. Box 1210, Bangor, Maine 04402-1210

(mailing address if different from above)

FOURTH: Pursuant to 5 MRSA §108-3, the registered agent as listed above has consented to serve as the registered agent for this limited liability company.

Form No. MLLC-6 (1 of 3)

FIFTH: (Check one box only)

- A The management of the company is vested in a member or members
- B 1. The management of the company is vested in a manager or managers

The minimum number shall be 1 managers and the maximum number shall be 5 managers

- 2. If the initial managers have been selected, the name and business, residence or mailing address of each manager is:

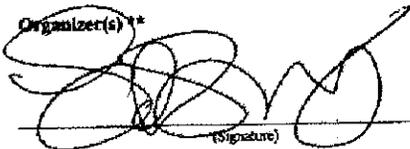
* Do not complete this list of Managers if Item A (member managed) is selected above*

<u>Names of Managers</u>	<u>Address</u>
Alexander Gray	275 Fourth Street, Old Town, Maine 04472

Names and addresses of additional managers are attached as Exhibit _____, and made a part hereof

SIXTH: Other provisions of these Articles, if any, that the members determine to include are set forth in the attached Exhibit _____ and made a part hereof

Organizer(s) *



(Signature)

Dated June 25, 2010

Sarah S. Zmistowski

(Type or print name)

(Signature)

(Type or print name)

(Signature)

(Type or print name)

For Organizer(s) which are Entities**

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

Name of Entity _____

By _____
(Authorized signature) (Type or print name and capacity)

*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians (This is not an inclusive list – see 13 MRSA §723.7)

**Articles MUST be signed by:

- (1) all organizers OR
- (2) any duly authorized person

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to
Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC_Corporations@Maine.gov

Form No. MLLC-6 (3 of 3) Rev 7/1/2008

Order 185-17/18
~~Tab 14 4-9-18~~
Tab 14 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE AGREEMENT BETWEEN PORTLAND
AND MAINE DEPARTMENT OF TRANSPORTATION
RE: PAVING VALLEY STREET BETWEEN PARK AVENUE AND ST. JOHN STREET**

ORDERED, that the Agreement between the City of Portland and the Maine Department of Transportation for pavement preservation on Valley Street from Park Avenue to St. John Street, with the MDOT identification number of 023410.00, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MEMORANDUM
City Council Agenda Item

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

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

DATE: March 23, 2018

SUBJECT: Maine Department of Transportation
Municipal/State Agreement
Proposed Improvements to Valley Street from Park Avenue to Saint John Street, WIN 023410.00

SPONSOR: Jon P. Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: 4/9/2018 **Final Action:** 4/18/2018

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

PRESENTATION: (List the presenter(s), type and length of presentation)
Not Applicable

I. ONE SENTENCE SUMMARY

The City Council is being asked to approve the attached two-party agreement, which would allow MaineDOT to undertake the Valley Street Cyclical Pavement Resurfacing (CPR) Project in 2018.

II. AGENDA DESCRIPTION

Approving and signing this agreement would confirm the City's intent to construct this project and pay 43.8% of the total project cost for paving Valley Street between Park Avenue and Saint John Street.

The estimated total cost for this project is \$180,130.00. The City's share would be \$78,880.00. MaineDOT's share would be \$101,250.00.

III. BACKGROUND

The scope of work for this project is mill and fill.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

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

V. FINANCIAL IMPACT

Funding by MaineDOT under the CPR program is limited to \$135,000 per mile of roadway. The Valley Street project length is 0.75 miles. Thus, MaineDOT's contribution is capped at \$101,250. The City's contribution for this project amounts to all costs over and above \$101,250. As indicated above, the City's contribution would be \$78,880.

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

Valley Street is classified by MaineDOT as a minor arterial street and a priority 3 highway corridor. As such, Valley Street qualifies for the Cyclical Pavement Resurfacing Program.

The City's estimated project cost of \$78,880 includes \$6,000 for sewer manhole adjustments. The DPW request for the FY2019 CIP included \$72,400 under CIPID 194939 for costs related to paving and sidewalk ramp improvements on the Valley Street project. The DPW request for the FY2019 CIP also included \$127,500 for sewer system modifications on MPI and CPR paving projects (CIPID 184372).

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject Two-Party Agreement to allow MaineDOT and City staff to proceed with the Valley Street CPR project.

VIII. LIST ATTACHMENTS

- A. Two-Party Agreement for WIN # 023410.00
- B. Project Location Map.

Prepared by: Michael Farmer

Date: March 23, 2018



MaineDOT use only

TEDOCS #: _____
CT #: _____
CSN #: _____
PROGRAM: _____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO VALLEY STREET**

(MaineDOT Use Only)

Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$78,880.00</u>
State WIN #: <u>23410.00</u>	Vendor Customer #: <u>17A12144</u>
Federal Aid Project #: <u>N/A</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

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

RECITALS

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

AGREEMENT

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

D. The following checked appendices are hereby incorporated into this Agreement by reference:

- Appendix A – Project scope, cost sharing, and payment schedule
- Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- Appendix B – Perpetual Drainage Maintenance
- Appendix B – Perpetual Landscape Maintenance
- Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
- Appendix B – Perpetual Traffic Signal Operation and Maintenance
- Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- Appendix C – Additional work requested by Municipality

E. Agreement Administration:

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

F. Changes to Project Scope:

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

G. Traffic Control:

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

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

H. Utilities

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

I. Governing Law:

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

J. Municipality's Responsibility:

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

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

K. Termination:

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

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

L. Miscellaneous Provisions:

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

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

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

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
 Jon Jennings, City Manager

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

(Date Signed)

(Date Signed)

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO VALLEY STREET

FEDERAL AID PROJECT NO. N/A

STATE PROJECT IDENTIFICATION NUMBER (WIN) 23410.00

Project Scope: Mill and Fill beginning at the intersection of Valley Street and St. John street and extending north 0.75 of a mile to the intersection of Valley Street and Park Avenue.; CPR funding. State share is capped at \$101,250.

Funding Outline: The Total Project Estimated Cost is \$ 180,130.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -		\$ -	100.0%	\$ 3,000.00	\$ 3,000.00
Right of Way	0.0%	\$ -		\$ -	100.0%	\$ -	
Construction	0.0%	\$ -		\$ -	100.0%	\$ 95,850.00	\$ 95,850.00
Construction Engineering	0.0%	\$ -		\$ -	100.0%	\$ 2,400.00	\$ 2,400.00
PROJECT SHARES		\$ -		\$ -		\$ 101,250.00	\$ 101,250.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 78,880.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 78,880.00					

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

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

Additional Work	Cost: 100% Municipal Share	
Portland Share, expenses above \$135,000 / Mile	\$	72,880.00
Adjust Sewer Manhole - Unit Price/\$1,000 ea.; Quantity: 6	\$	6,000.00
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	78,880.00

Payment:

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

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project. Invoicing will include the following:
 - a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
 - b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
 - c. 100% of all additional work requested by the Municipality.

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
Portland	\$39,440.00	5/1/2018
Portland	\$39,440.00	12/1/2018
Portland	Remaining Balance if Any	12/1/2019
Total Receivable Amount:	\$78,880.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: N/A

WIN: 23410.00

APPENDIX C

ADDITIONAL WORK

**MAINE DEPARTMENT OF TRANSPORTATION
Transportation Improvement Project**

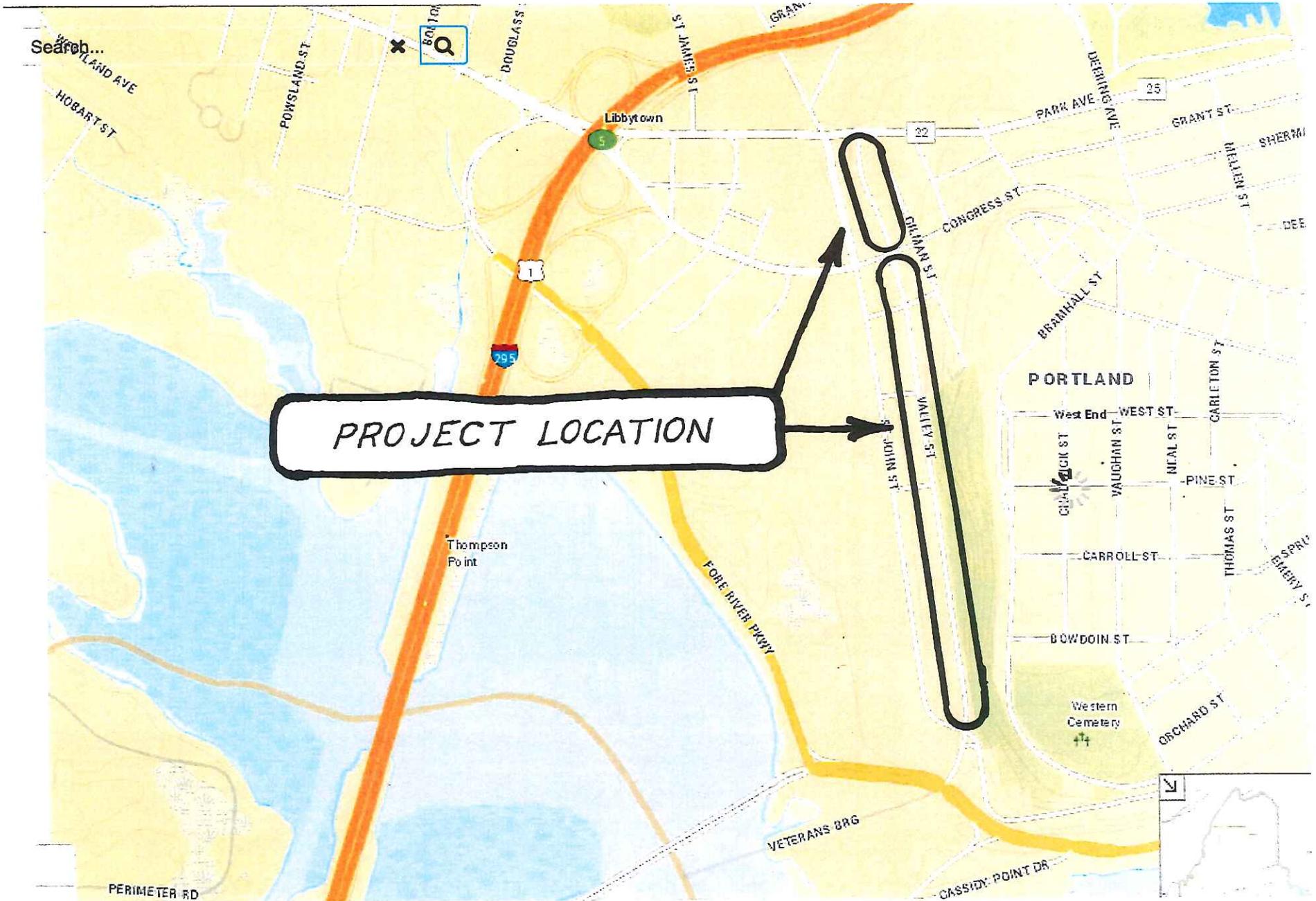
**1. Description of Work Being Added to Project by the Municipality:
Highway resurfacing on Valley Street and sewer items.**

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

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

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

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



Order 186-17/18
Tab 15 4-9-18
Tab 15 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE AGREEMENT BETWEEN PORTLAND
AND MAINE DEPARTMENT OF TRANSPORTATION
RE: PAVING PARK AVENUE BETWEEN ST. JOHN STREET AND INTERSTATE 295**

ORDERED, that the Agreement between the City of Portland and the Maine Department of Transportation (MDOT) for pavement preservation on Park Avenue from St. John Street to Interstate 295, with the MDOT identification number of 023408.00, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MEMORANDUM
City Council Agenda Item

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

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

DATE: March 23, 2018

SUBJECT: Maine Department of Transportation
Municipal/State Agreement
Proposed Improvements to Route 22/Park Avenue from Saint John Street to I-295, WIN 23408.00

SPONSOR: Jon P. Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading: 4/9/2018 **Final Action:** 4/18/2018

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

PRESENTATION: (List the presenter(s), type and length of presentation)
Not Applicable

I. ONE SENTENCE SUMMARY

The City Council is being asked to approve the attached two-party agreement, which would allow MaineDOT to undertake the Route22/Park Avenue Cyclical Pavement Resurfacing (CPR) Project in 2018.

II. AGENDA DESCRIPTION

Approving and signing this agreement would confirm the City's intent to construct this project and pay 71.6% of the total project cost for paving Park Avenue between Saint John Street and I-295.

The estimated total cost for this project is \$123,800. The City's share would be \$88,700. MaineDOT's share would be \$35,100.

III. BACKGROUND

The scope of work for this project is mill and fill.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

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

V. FINANCIAL IMPACT

Funding by MaineDOT under the CPR program is limited to \$135,000 per mile of roadway. The Park Avenue project length is 0.26 miles. Thus, MaineDOT's contribution is capped at \$35,100. The City's contribution for this project amounts to all costs over and above \$35,100. As indicated above, the City's contribution would be \$88,700.

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

The City's estimated project cost of \$88,700 includes \$8,000 for sewer manhole adjustments. The DPW request for the FY2019 CIP included \$83,000 under CIPID 194910 for costs related to paving and sidewalk ramp improvements on the Park Avenue paving project. The DPW request for the FY2019 CIP also included \$127,500 for sewer system modifications on MPI and CPR paving projects (CIPID 184372).

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject Two-Party Agreement to allow MaineDOT and City staff to proceed with the Park Avenue CPR project.

VIII. LIST ATTACHMENTS

- A. Two-Party Agreement for WIN # 023408.00
- B. Project Location Map.

Prepared by: Michael Farmer
Date: March 23, 2018



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

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO ROUTE 22/PARK AVENUE**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Portland</u>	Estimated Municipal Share: <u>\$86,700.00</u>
State WIN #: <u>23408.00</u>	Vendor Customer #: <u>17A12144</u>
Federal Aid Project #: <u>N/A</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

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

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Route 22/Park Avenue, in Portland, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

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

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

E. Agreement Administration:

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

F. Changes to Project Scope:

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

G. Traffic Control:

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

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

H. Utilities

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

I. Governing Law:

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

J. Municipality's Responsibility:

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

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

K. Termination:

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

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

L. Miscellaneous Provisions:

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

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

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

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
 Jon Jennings, City Manager

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

(Date Signed)

(Date Signed)

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

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

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO ROUTE 22/PARK AVENUE

FEDERAL AID PROJECT NO. N/A

STATE PROJECT IDENTIFICATION NUMBER (WIN) 23408.00

Project Scope:

Mill and Fill beginning at the intersection of Route 22 and St. John Street and extending west 0.26 of a mile.; CPR funding. State share is capped at \$35,100.

Funding Outline:

The Total Project Estimated Cost is \$ 123,800.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -		\$ -	100.0%	\$ 3,000.00	\$ 3,000.00
Right of Way	0.0%	\$ -		\$ -	100.0%	\$ -	
Construction	0.0%	\$ -		\$ -	100.0%	\$ 30,300.00	\$ 30,300.00
Construction Engineering	0.0%	\$ -		\$ -	100.0%	\$ 1,800.00	\$ 1,800.00
PROJECT SHARES		\$ -		\$ -		\$ 35,100.00	\$ 35,100.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 88,700.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 88,700.00					

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

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

Additional Work	Cost: 100% Municipal Share	
Portland Share, expenses above \$135,000 / Mile	\$	80,700.00
Adjust Sewer Manhole - Unit Price/\$1,000 ea.; Quantity 8	\$	8,000.00
TYPE OF WORK	\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY	\$	88,700.00

Payment:

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

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

Invoicing will include the following:

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

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

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

Municipality Name	Receivable Amount	Estimated Invoice Date
Portland	\$44,350.00	5/1/2018
Portland	\$44,350.00	12/1/2018
Portland	Remaining Balance if Any	12/1/2019
Total Receivable Amount:	\$88,700.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: N/A

WIN: 23408.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

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

Highway resurfacing on Park Avenue and sewer items.

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

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

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

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



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**

Order 187-17/18
Tab 16 11-9-18
Tab 16 4-18-18

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

**ORDER AUTHORIZING GENERAL OBLIGATION BONDS
TO FINANCE A PORTION OF THE CITY'S FISCAL YEAR 2019 CAPITAL
IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,648,595**

FOLLOWING a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 9 of the City Charter, **IT IS HEREBY ORDERED THAT:**

There be and hereby is authorized and approved the incurring of indebtedness by the City of Portland and the issue and sale of general obligation bonds and notes in anticipation thereof in the aggregate principal amount not to exceed Thirty-One Million Six Hundred Forty-Eight Thousand Five Hundred Ninety-Five Dollars (\$31,648,595) to finance the items identified in the City's 2019 Capital Improvement Program attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "Projects").

BE IT FURTHER ORDERED:

1. That the Finance Director be and hereby is authorized to prepare, issue, and sell such bonds in the name of and on behalf of the City, in the aggregate amount of \$31,648,595 (the "Bonds") at one time, or from time to time, as one or more separate bond issues, and to determine the date, form, minimum denomination, interest rates (as term bonds or serial bonds or some combination thereof), maturities (with the last maturity not to exceed the maximum term permitted by law) and all other details, terms and provisions, not inconsistent herewith, including the form and manner of their sale and award as he may approve, such approval to be conclusively evidenced by the execution thereof;

2. That the Finance Director be and hereby is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation of said Bonds ("BANs"), and to determine the date, form, minimum denominations, interest rate, maturities (with the last maturity not to exceed 3 years from its date of issuance) and all other details of each issue of BANs, including the form and manner of their sale and award, subject to the provisions of the law, the City Charter and this Order;

3. That the Finance Director be and hereby is authorized to provide that any of the Bonds and BANs hereinbefore authorized be made subject to call for redemption, with or without premium, prior to their stated dates of maturity, as provided in 30-A M.R.S.A. §5772(6), as amended;

4. That the Bonds and BANs issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such

terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof;

5. That the Finance Director is authorized to negotiate, execute, and deliver, in the name of and on behalf of the City such contracts, agreements, instruments and other documents and certificates as may be necessary or appropriate, as determined and approved by the Finance Director, in connection with the financing of the Projects, including a loan agreement in usual and customary form with the Maine Municipal Bond Bank (the "Bond Bank"), to the extent any of the Bonds or BANs authorized herein are issued pursuant to the State of Maine Clean Water Revolving Loan Fund (CWSRF) program established under 30-A M.R.S.A. §6006-A and administered by the Department of Environmental Protection, which contracts, agreements, loan agreements, instruments and other documents and certificates shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Finance Director, such approval to be conclusively evidenced by his execution thereof;

6. That the Finance Director be and hereby is authorized to select the underwriter for the Bonds or BANs heretofore authorized and the Finance Director be and hereby is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith;

7. That the Finance Director be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds or BANs heretofore authorized, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Finance Director, with the advice of the bond counsel for the City, and that the use and distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds or BANs for sale be and hereby is approved;

8. That the Finance Director be and hereby is authorized to select the registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds or BANs heretofore authorized and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services;

9. That the Bonds or BANs heretofore authorized shall be transferable only on the registration books of the City kept by the Transfer Agent, and said principal amount of the bonds of the same maturity (but not of other maturity) in minimum denominations of \$5,000 and any integral multiple in excess thereof upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a bond the City and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new bonds upon exchanges or transfer thereof to be paid by the person requesting the same;

10. That the Finance Director be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds or BANs heretofore authorized in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing paragraph above regarding physical transfer of Bonds or BANs, and the Finance Director be and hereby is authorized and empowered to enter into a Letter of Representation

or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds or BANs for and participate in the Depository Trust Company Book-Entry Only System;

11. That the Finance Director and Mayor from time to time shall execute such Bonds or BANs as may be required to provide for exchanges or transfers of Bonds or BANs as heretofore authorized, all such Bonds or BANs to bear the original signature of the Finance Director and Mayor, and in case any officer of the City whose signature appears on any Bond or BAN shall cease to be such officer before the delivery of said Bond or BAN, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof;

12. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the Finance Director be and hereby is authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the issue and sale of the Bonds or BANs authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds or BANs to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended;

13. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the officers or officials executing the Bonds or BANs be and hereby are individually authorized to covenant and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports and take any other action that may be necessary to insure that interest on the notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or BANs to be subject to federal income taxation;

14. That the officers executing the Bonds or BANs be and hereby are individually authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

15. That any or all of the Bonds or BANs issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent order of the City Council of the City of Portland;

16. That the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to design, acquire, construct, renovate, improve, furnish and equip the Project, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Project is located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

17. That if the actual cost of any Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project for any other reason, the Finance Director is authorized, in his discretion, to reallocate proceeds of the Bonds to any other listed Project on the attached Exhibit A, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan;

18. That the Finance Director, Mayor and Clerk and other proper officials of the City be, and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds or BANs hereinabove authorized;

19. That if any of the officers or officials of the City who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds or BANs so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or BANs nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or BANs had not ceased to be such officer or official; and also any such bonds or notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or BANs, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or BANs any such person shall not have been such officer or official;

20. That if the Finance Director, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or BANs or any other documents necessary or convenient to the issuance, execution and delivery of the Bonds or BANs, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

21. That the Bonds or BANs authorized by this Order are in addition to any bonds or notes previously authorized for the same or similar purposes;

22. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds or any BANs issued hereunder shall be included in the tax levy of each year until the debt represented by said Bonds or BANs is extinguished;

23. That the following resolutions required by Section C(4)(e) of the State of Maine Revolving Loan Fund Rules, Chapter 595, Department of Environmental Protection and Maine Municipal Bond Bank (the "SRF Regulations"), and governing the loan to be made to the City under the State Revolving Loan Fund Program be and hereby are adopted:

- a. That a Project Account shall be created for the Projects which shall be separate from all other accounts of the City. If operating revenues are to be used to retire the debt, a sub-account will be established;
- b. That the Project Account shall be maintained in accordance with standards set forth by the Bond Bank and in accordance with generally accepted government account standards;
- c. That a final accounting shall be made to the Bond Bank of the total cost of each Project upon completion of the Project performance certification as set out in Section G(3) of the

SRF Regulations and the City acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built;

- d. That an annual audit of the City, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan;
- e. That the City shall maintain insurance coverage on the Projects in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee;
- f. That the City will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged;
- g. That the City certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment;
- h. That the City establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient;
- i. That the City must demonstrate the ability to pay reasonably anticipated costs of operating and maintaining the financed Project;
- j. That the City abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine; and

24. That during the term any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Finance Director be and hereby is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities and all other details of such refunding bonds, including the form and manner of their sale and award. The Finance Director be and hereby is further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

	<u>Exhibit A</u>	
	<u>FY19 CIP - General Fund</u>	
	<u>Bonded Amount</u>	<u>Other Funding</u>
Transportation		
<i>PACTS/Match/Other Leveraged Funds</i>		
PACTS RTMS - Traffic Signals	\$ 270,000	\$ -
MPI PACTS Paving - Allen Avenue (Yale-Pennell)	203,400	-
PACTS Washington Avenue Road & Signals	150,000	-
PACTS Collector Paving - Allen Avenue	106,250	-
PACTS USM Roundabout	100,000	-
<i>Traffic Signals / Lights</i>		
Traffic Signals Upgrade Program	480,000	20,000
<i>Streets/Sidewalks</i>		
Woodford's Corner Project - Supplemental Funding	878,241	-
Pavement Preservation Program	750,000	-
CSO Compliance - SRF Ineligibles	600,000	-
MPI DOT Paving - Washgtn Ave(Ocean - Allen)	550,000	-
Street Rehabilitation Program	250,000	-
Arterial Street Ped Crossings	100,000	-
Andrew Square Rehabilitation	100,000	-
Park Ave Protected Bike Lanes	100,000	-
CPR Paving - Park Avenue	83,000	-
CPR Paving - Valley St (entire)	72,400	-
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<i>Other</i>		
Neighborhood Byway Network Implementation	100,000	-
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Transportation Total	\$ 5,333,291	\$ 370,000
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<i>Buildings/Garages</i>		
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Sanitation office/ crew space	200,000	-
<i>Marine</i>		
Ocean Avenue Landfill Remediation and Pre-Solar Array Work	250,000	-
On going pile/pier work at OG and P.O.T	150,000	-
Replace Ocean Gateway Plaza Sidewalk	100,000	-
Utility Upgrades	500,000	-
<i>School Facilities</i>		

Lincoln School ADA accessibility and secure entry vestibule	712,126	-
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School District ADA compliance upgrades	338,198	-
Moore School - Fire Alarm System Replacement - Engineering and Installation	270,000	-
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DHS - Fire Sprinkler System Installation	255,130	1,000,000
PHS - Roof Replacement - Engineering	130,000	-
School Energy Management Control Upgrades	50,000	-
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Traffic Signal Upgrades with Paving Programs	400,000	100,000
District Phone System	335,000	-
Records Management System	-	600,000
Virtualization, Storage and Redundancy Upgrade	100,000	-
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Police - Patrol Full Body Cameras	-	400,000
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CMOM - Pump Station Rehabilitation	670,000	-	
CMOM - Inflow and Infiltration Program	790,000	-	
CMOM - Sewer System Renewal	1,100,000	-	
CSO - Close CSO #42	100,000	-	
Warren - Hicks to Hemingway Sewer Separation	400,000	-	
Forest - Avalon to Warren Sewer Separation	250,000	-	
Integrated Planning LTCP and Post Construction Monitoring Program	400,000	-	
Brighton - Dorset to Lomond Sewer Separation	1,000,000	-	
Thames St Stormwater Outfall	150,000	-	
Thames St Sewer / Stormwater Extension	225,000	-	
Pavement Preservation Program - Utility costs	200,000	-	
MPI/CPR Paving Programs - Utility costs	127,050	-	
Street Rehab Program - Utility costs	800,000	-	
PACTS Paving - Ineligible Utility costs	30,000	-	
Pump Station at 109 District Road	120,000	-	
Stormwater Retrofits on Riverside Street	185,000	-	
Bell Street Sewer Replacement	350,000	-	
Stormwater Infrastructure Improvements	272,000	-	
Street Sweepers Replacement	270,000	-	
Catch Basin Cleaning Vehicle Replacement - Sewer 3127	145,000	-	
Service Truck - DPW Water Resources	60,000	-	
Sewer / Stormwater Total (Sewer Fund)	\$ 16,144,050	\$ -	
TOTAL CIP (General Fund & Sewer Fund)	\$ 31,648,595	\$ 2,470,000	\$ 34,118,595
Citywide property revaluation	\$ -	\$ 1,055,000	
TOTAL CIP & Revaluation	\$ 31,648,595	\$ 3,525,000	
Reallocated Bond Proceeds		(470,000)	
Total Appropriation	\$ 31,648,595	\$ 3,055,000	\$ 34,703,595

**AMENDMENT TO ORDER 187-17/18
FOR COUNCILOR MAVODONES, FINANCE COMMITTEE CHAIR
RE: FY19 CIP AMENDMENTS AS PROPOSED BY THE CITY MANAGER AND
PASSED UNANIMOUSLY BY THE FINANCE COMMITTEE**

**ORDER AUTHORIZING GENERAL OBLIGATION BONDS
TO FINANCE A PORTION OF THE CITY'S FISCAL YEAR 2019 CAPITAL
IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,648,595**

FOLLOWING a public hearing of the City Council of the City of Portland, Maine, held upon due notice pursuant to Article VII, Section 9 of the City Charter, **IT IS HEREBY ORDERED THAT:**

There be and hereby is authorized and approved the incurring of indebtedness by the City of Portland and the issue and sale of general obligation bonds and notes in anticipation thereof in the aggregate principal amount not to exceed Thirty-One Million Six Hundred Forty-Eight Thousand Five Hundred Ninety-Five Dollars (\$31,648,595) to finance the items identified in the City's 2019 Capital Improvement Program attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "Projects").

BE IT FURTHER ORDERED:

1. That the Finance Director be and hereby is authorized to prepare, issue, and sell such bonds in the name of and on behalf of the City, in the aggregate amount of \$31,648,595 (the "Bonds") at one time, or from time to time, as one or more separate bond issues, and to determine the date, form, minimum denomination, interest rates (as term bonds or serial bonds or some combination thereof), maturities (with the last maturity not to exceed the maximum term permitted by law) and all other details, terms and provisions, not inconsistent herewith, including the form and manner of their sale and award as he may approve, such approval to be conclusively evidenced by the execution thereof;

2. That the Finance Director be and hereby is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation of said Bonds ("BANs"), and to determine the date, form, minimum denominations, interest rate, maturities (with the last maturity not to exceed 3 years from its date of issuance) and all other details of each issue of BANs, including the form and manner of their sale and award, subject to the provisions of the law, the City Charter and this Order;

3. That the Finance Director be and hereby is authorized to provide that any of the Bonds and BANs hereinbefore authorized be made subject to call for redemption, with or without premium, prior to their stated dates of maturity, as provided in 30-A M.R.S.A. §5772(6), as amended;

4. That the Bonds and BANs issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such

terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof;

5. That the Finance Director is authorized to negotiate, execute, and deliver, in the name of and on behalf of the City such contracts, agreements, instruments and other documents and certificates as may be necessary or appropriate, as determined and approved by the Finance Director, in connection with the financing of the Projects, including a loan agreement in usual and customary form with the Maine Municipal Bond Bank (the "Bond Bank"), to the extent any of the Bonds or BANs authorized herein are issued pursuant to the State of Maine Clean Water Revolving Loan Fund (CWSRF) program established under 30-A M.R.S.A. §6006-A and administered by the Department of Environmental Protection, which contracts, agreements, loan agreements, instruments and other documents and certificates shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Finance Director, such approval to be conclusively evidenced by his execution thereof;

6. That the Finance Director be and hereby is authorized to select the underwriter for the Bonds or BANs heretofore authorized and the Finance Director be and hereby is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith;

7. That the Finance Director be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds or BANs heretofore authorized, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Finance Director, with the advice of the bond counsel for the City, and that the use and distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the City in connection with offering the Bonds or BANs for sale be and hereby is approved;

8. That the Finance Director be and hereby is authorized to select the registrar, paying agent and transfer agent (the "Transfer Agent") for the Bonds or BANs heretofore authorized and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services;

9. That the Bonds or BANs heretofore authorized shall be transferable only on the registration books of the City kept by the Transfer Agent, and said principal amount of the bonds of the same maturity (but not of other maturity) in minimum denominations of \$5,000 and any integral multiple in excess thereof upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a bond the City and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new bonds upon exchanges or transfer thereof to be paid by the person requesting the same;

10. That the Finance Director be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds or BANs heretofore authorized in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing paragraph above regarding physical transfer of Bonds or BANs, and the Finance Director be and hereby is authorized and empowered to enter into a Letter of Representation

or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds or BANs for and participate in the Depository Trust Company Book-Entry Only System;

11. That the Finance Director and Mayor from time to time shall execute such Bonds or BANs as may be required to provide for exchanges or transfers of Bonds or BANs as heretofore authorized, all such Bonds or BANs to bear the original signature of the Finance Director and Mayor, and in case any officer of the City whose signature appears on any Bond or BAN shall cease to be such officer before the delivery of said Bond or BAN, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof;

12. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the Finance Director be and hereby is authorized and directed to covenant and certify on behalf of the City that no part of the proceeds of the issue and sale of the Bonds or BANs authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Bonds or BANs to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended;

13. That if the Bonds or BANs, or any part of them, are issued on a tax-exempt basis, the officers or officials executing the Bonds or BANs be and hereby are individually authorized to covenant and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports and take any other action that may be necessary to insure that interest on the notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds or BANs to be subject to federal income taxation;

14. That the officers executing the Bonds or BANs be and hereby are individually authorized to covenant, certify and agree, on behalf of the City, for the benefit of the holders of such Bonds or BANs, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;

15. That any or all of the Bonds or BANs issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent order of the City Council of the City of Portland;

16. That the term "cost" or "costs" as used herein and applied to the Projects, or any portion thereof, includes, but is not limited to (1) the cost to design, acquire, construct, renovate, improve, furnish and equip the Project, or any portion thereof; (2) the cost of land, easements and other real property interests, landscaping and site preparation, including demolition and environmental remediation work on any existing building or structure and on the property where the Project is located, utility extensions and site improvements, and all appurtenances and other fixtures, facilities, buildings and structures either on, above, or under the ground which are used or usable in connection with the Project; (3) the cost of feasibility studies, surveys, environmental studies and assessments, engineering, plans and specifications, legal and other professional services associated with the Project; (4) issuance costs, including premiums for insurance, capitalized interest and other fees and expenses relating to the financing transaction.

17. That if the actual cost of any Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project for any other reason, the Finance Director is authorized, in his discretion, to reallocate proceeds of the Bonds to any other listed Project on the attached Exhibit A, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan;

18. That the Finance Director, Mayor and Clerk and other proper officials of the City be, and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds or BANs hereinabove authorized;

19. That if any of the officers or officials of the City who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds or BANs so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or BANs nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or BANs had not ceased to be such officer or official; and also any such bonds or notes may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds or BANs, shall be the proper officers and officials of the City, although at the nominal date of such Bonds or BANs any such person shall not have been such officer or official;

20. That if the Finance Director, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or BANs or any other documents necessary or convenient to the issuance, execution and delivery of the Bonds or BANs, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

21. That the Bonds or BANs authorized by this Order are in addition to any bonds or notes previously authorized for the same or similar purposes;

22. That to the extent not payable from other funds, an amount sufficient for the payment of the annual payments of principal and interest on the Bonds or any BANs issued hereunder shall be included in the tax levy of each year until the debt represented by said Bonds or BANs is extinguished;

23. That the following resolutions required by Section C(4)(e) of the State of Maine Revolving Loan Fund Rules, Chapter 595, Department of Environmental Protection and Maine Municipal Bond Bank (the "SRF Regulations"), and governing the loan to be made to the City under the State Revolving Loan Fund Program be and hereby are adopted:

- a. That a Project Account shall be created for the Projects which shall be separate from all other accounts of the City. If operating revenues are to be used to retire the debt, a sub-account will be established;
- b. That the Project Account shall be maintained in accordance with standards set forth by the Bond Bank and in accordance with generally accepted government account standards;
- c. That a final accounting shall be made to the Bond Bank of the total cost of each Project upon completion of the Project performance certification as set out in Section G(3) of the

SRF Regulations and the City acknowledges that the Bond Bank reserves the right at its sole discretion to be provided with a cost certification of the Project as built;

- d. That an annual audit of the City, prepared by a certified public accountant or licensed public accountant be provided to the Bond Bank for the term of the loan;
- e. That the City shall maintain insurance coverage on the Projects in an amount adequate to protect the Bond Bank's interest for the term of the loan with the Bond Bank named as loss payee;
- f. That the City will comply with any special conditions specified by the Department of Environmental Protection's environmental determination until all financial obligations to the State have been discharged;
- g. That the City certify to the Bond Bank that it has secured all permits, licenses and approvals necessary and that it has a dedicated source of revenue for repayment;
- h. That the City establish a rate, charge or assessment schedule in order to pay principal and interest. Such rate change or schedule shall provide total operations and debt service coverage at a level at which the coverage for the Bond Bank is sufficient;
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- j. That the City abide by the SRF Regulations, as revised and amended and relevant State statutes of the State of Maine; and

24. That during the term of any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Finance Director be and hereby is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities and all other details of such refunding bonds, including the form and manner of their sale and award. The Finance Director be and hereby is further authorized to provide that any of such refunding bonds hereinbefore authorized be made callable, with or without premium, prior to their stated date(s) of maturity, and each refunding bond issued hereunder shall be signed by the Finance Director and by the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, attested to by the City Clerk, under the seal of the City, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

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CMOM - Sewer System Renewal	1,100,000	-	
CSO - Close CSO #42	100,000	-	
Warren - Hicks to Hemingway Sewer Separation	400,000	-	
Forest - Avalon to Warren Sewer Separation	250,000	-	
Integrated Planning LTCP and Post Construction Monitoring Program	400,000	-	
Brighton - Dorset to Lomond Sewer Separation	1,000,000	-	
Thames St Stormwater Outfall	150,000	-	
Thames St Sewer / Stormwater Extension	225,000	-	
Pavement Preservation Program - Utility costs	200,000	-	
MPI/CPR Paving Programs - Utility costs	127,050	-	
Street Rehab Program - Utility costs	800,000	-	
FACTS Paving - Ineligible Utility costs	30,000	-	
Pump Station at 109 District Road	120,000	-	
Stormwater Retrofits on Riverside Street	185,000	-	
Bell Street Sewer Replacement	350,000	-	
Stormwater Infrastructure Improvements	272,000	-	
Street Sweepers Replacement	270,000	-	
Catch Basin Cleaning Vehicle Replacement - Sewer 3127	145,000	-	
Service Truck - DPW Water Resources	60,000	-	
Sewer / Stormwater Total (Sewer Fund)	\$ 16,144,050	\$ -	
TOTAL CIP (General Fund & Sewer Fund)	\$ 31,648,595	\$ 2,470,000	\$ 34,118,595
Citywide property revaluation	\$ -	\$ 1,055,000	
TOTAL CIP & Revaluation	\$ 31,648,595	\$ 3,525,000	
Reallocated Bond Proceeds		\$ (470,000)	
Total Appropriation	\$ 31,648,595	\$ 3,055,000	\$ 34,703,595

Amendment to CIP #1

Mayor Ethan Strimling

RIVERTON ELEMENTARY PLAYGROUND REPLACEMENT

Amendment

The Parks and Rec staff of the city of Portland have determined that the Riverton Elementary School is the most in need of replacement of all of our elementary playgrounds. According to staff, it has been at least 25 years since the equipment was replaced. The playground was first placed on the CIP in FY'16 and slated for funding in FY'17. In FY'17, the playground was moved to FY'19, where it remained until this years CIP, where it was pushed out to FY'20. This amendment shifts the playground repairs back into the FY'19 CIP where they were slated to occur after the initial delay.

Project Description

- A. Demolition - disposal - grade restoration and prep (\$9,500)
- B. On Site drainage improvements (\$7,500)
- C. ADA site access improvements, school to playground access (\$27,500)
- D. Playground Fencing (\$19,500)
- E. New playground equipment and safety surfacing (\$186,000)

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
\$0	\$0	\$0	\$250,000	\$250,000

Funding Source

<u>Year</u>	<u>Other Funding</u>	<u>Requested Funding</u>	<u>City Mngr Recommended</u>	<u>Funding Type</u>	<u>Approved</u>
2019		<u>\$250,000</u>			
2020					
2021					
2022					
2023					
Total		\$250,000			

Other Funding Source Description N/A

Operating Budget Impact Based on 1 cent being added to the mill rate for every million dollars borrowed, this addition to the FY'19 CIP will add approximately 60 cents to the annual tax bill of an average home of \$240,000, if there is no offsetting decrease in borrowing.

Amendment to CIP #2

Mayor Ethan Strimling

FIRE STATIONS REPAIRS

Amendment

An assessment of our fire stations [The report] was done last year by Facets Consulting which determined that there are many capital needs across all seven stations in the city. The report includes both long term needs (full replacement of some stations), while also identifying many necessary short term upgrades, including life-safety and ADA. The longer term strategy of developing a master plan is funded in the CIP, as well as there being a small amount of funds for some of these upgrades. This amendment is to add \$150,000, to the \$100,000 already allocated, to provide additional funding to begin the work outlined in the report as immediate needs. \$250K is a drop in the bucket ultimately, but it is clear we need to start making progress.

Project Description

1. Fix ADA needs
(The report determined that "all seven stations have shortfalls in meeting the requirements of the ADA.")

2. Install fire sprinkler systems and update smoke alarm systems at all stations
(The report determined that all stations only have "residential style smoke detectors, but no monitored fire alarm systems." And determined that there are "no fire sprinklers at any station.")

3. Renovate all kitchens and bathrooms

4. Provide new furniture and bedding at all fire stations
(The report describes "all furniture" as being "very worn, dirty and in various stages of degradation. All chairs with fabric should be removed and replaced...")

5. Address public parking, accessibility, station security, signage and overall ability to interact with the public
(The report states that all stations except Central lack "defined public parking and access routes making it difficult to ascertain how to ask for assistance from the crews." It also states that there is a lack of signage and the signage that exists is misleading and ineffective for the public.")

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
\$0	\$0	\$75,000	\$75,000	\$150,000

Amendment to CIP #2
Mayor Ethan Strimling

Funding Source

<u>Year</u>	<u>Other Funding</u>	<u>Requested Funding</u>	<u>City Mngr Recommended</u>	<u>Funding Type</u>	<u>Approved</u>
2019		<u>\$150,000</u>			
2020					
2021					
2022					
2023					
Total		\$150,000			

Other Funding Source Description N/A

Operating Budget Impact Based on 1 cent being added to the mill rate for every million dollars borrowed, this addition to the FY'19 CIP will add approximately 36 cents to the annual tax bill of an average home of \$240,000, if there is no offsetting decrease in borrowing.

Amendment to CIP #3
Mayor Ethan Strimling

Demolition of Mechanical Room

Amendment

In the FY'19 CIP there is \$500,000 to take down the mechanical room attached to the Portland Ocean Terminal [POT]. According to staff, this demolition is to "allow for access to the building for commercial use." However, the Council has yet to make a final determination of what we want to do with the POT, whether we even want it to be commercial and who we will partner with financially to redevelop the property. There is a real possibility that a future partner would take on the cost of tearing down the mechanical room, as would have occurred ten years ago when two developers said they would do just that. Additionally, staff has indicated that tearing down the mechanical room is to improve traffic circulation, however, again, no final determination been made on how that new circulation pattern will occur, nor have the funds been identified to pay for it.

When a use is determined for the POT, a partner established, and funds identified, then we should proceed accordingly with a plan. At this time we are simply spending resources the city could put to better use.

Project Description

- A. Push the expense for demolishing the mechanical room attached to the POT into FY'20 at the earliest.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
\$50,000	\$0	\$450,000	\$0	\$500,000

Funding Source

<u>Year</u>	<u>Other Funding</u>	<u>Requested Funding</u>	<u>City Mngr Recommended</u>	<u>Funding Type</u>	<u>Approved</u>
2019					
2020		<u>\$500,000</u>			
2021					
2022					
2023					
Total		\$500,000			

Other Funding Source Description N/A

Operating Budget Impact Based on 1 cent being added to the mill rate for every million dollars borrowed, this reduction to the FY'19 CIP will reduce by \$1.20 the annual tax bill of an average home of \$240,000, if there is no offsetting increase in borrowing.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Brendan T O'Connell – Finance Director (submitting on behalf of Finance Committee)

DATE: 3/27/18

DISTRIBUTION: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English

SUBJECT: Orders Authorizing and Appropriating the FY19 Capital Improvement Plan Funds

SPONSOR: Nick Mavodones, Finance Committee Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading 4/9/18 Final Action 4/18/17

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

PRESENTATION: None

I. SUMMARY OF ISSUE (Agenda Description)

The FY19-FY23 Capital Improvement Plan (“CIP”) has been in development since summer 2017 and has been reviewed by the Finance Committee since their first meeting of 2018. The FY19 Capital Improvement Plan calls for \$15.5M of new bond authorization for general fund CIP projects and \$16.1M of new bond authorization for sewer and stormwater CIP projects. Two orders are required, one authorizing the FY19 CIP bonds, a second appropriating the proceeds and excess fund balance for several projects. A complete listing of the projects being authorized is included within the orders. The City Manager Recommended an amendment to the FY19 CIP at the 4/11/18 Finance Committee meeting and those amendments passed unanimously along with the full CIP and appropriation request.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The City Charter requires the City Manager “To prepare a five (5) year rolling capital improvement plan for annual presentation to the city council”. Approval of these orders is a critical component of the one year CIP. City staff is working towards earlier approval of the CIP (last year’s CIP was approved in spring 2017). Earlier CIP approval allows the City to get projects out to bid sooner before many of the best contractors have already filled calendars with spring, summer and fall work.

III. INTENDED RESULT

Approval of the FY19 CIP will allow staff to move forward immediately with the include projects, including many City, School and Sewer/Stormwater projects which are slated to begin during 2018.

IV. COUNCIL GOAL ADDRESSED

As noted previously, the CIP is a requirement of the City Charter and a duty of the City Manager. These actions will trigger compliance with the City Charter requirements.

V. FINANCIAL IMPACT

For the past several fiscal years, the CIP borrowings have been designed to ensure no increases to the overall City budget for debt service. Due to an escalating backlog of City capital maintenance, the City manager has pushed forward with a recommendation of an additional \$5M of general fund capital improvement borrowing in the FY19 CIP. This additional general fund borrowing will trigger a 5 to 6 cent increase in the mil rate beginning in FY20, depending on the interest rates obtained when funds are borrowed in spring 2018.

VI. STAFF ANALYSIS

The Capital Improvement Plan is a comprehensive process which began back in summer 2017. Each Department (including the School Department) performs a comprehensive analysis of their capital needs over the upcoming five or ten years. Each Department then ranks their needs based on priority and submits each project. The complete list of City wide needs is then reviewed as a whole, compared to available funding, and a one and five year CIP recommendation is produced. The current FY19 CIP represents the City Manager's recommended CIP after review and presentation of all Department submissions and consideration of input submitted by elected officials.

VII. RECOMMENDATION

We recommend approval of the two FY19 CIP orders as amended.

VIII. LIST ATTACHMENTS

- Two City Council orders (a bond order and an appropriation order), each including an Exhibit A containing the detailed list of FY19 projects as amended.
- Memo from City Manager Jon Jennings on the CIP amendments which he presented at the 4/11 Finance Committee meeting and were passed unanimously by the Committee.



Executive Department
Jon P. Jennings, City Manager

To: Members of the Finance Committee
From: Jon P. Jennings – City Manager
Re: Recommended Amendment to the FY19 Capital Improvement Plan
Date: April 11th, 2017
CC: Brendan T. O'Connell, Finance Director, Chris Branch, Public Works Director

During recent discussions with the Finance Committee members questions and concerns have been raised about the several FY19 Capital Improvement Plan Projects. Four projects in particular have received the most significant attention:

- Hadlock Field LED Lighting
- Ocean Avenue Landfill Project (faster completion of all required remediation)
- Sidewalk and ADA Accessibility (increased funding)
- Stroudwater Dam Restoration (addition of project into the FY19 CIP)

Based on a number of still uncertain items surrounding the Hadlock Field LED Lighting project I am recommending we remove the \$550,000 funding allocation from the FY19 CIP. Removing the project from the current year CIP will provide staff with more time to determine whether there is any remaining useful life on the existing lights beyond 2019 and allow exploration of potential options for cost sharing on the project. As staff has noted the lights are expected to last through 2018 and even if the project were approved this month installation would not begin until after the current season.

In place of the \$550,000 Hadlock Field LED Lighting project I am requesting a formal amendment to my FY19 Recommended CIP funding to instead fund the following three projects:

- \$290,000 of additional funding for remediation work at the Ocean Avenue Landfill
- \$200,000 to fully fund the FY19 CIP sidewalks request from Department of Public Works
- \$60,000 to fund the top priority items per the 2012 Stroudwater Dam study

Additional detail on each of the recommended projects is included below.

Ocean Avenue Landfill

Last fall, the City's contractors regraded approximately 4.5 acres of the landfill on which our new solar array will be placed. This project included ensuring a positive grade to encourage storm water to flow off the site and ensuring an adequate depth of cover over the landfilled waste. During this work, the contractor also installed gas vents to mitigate concerns about several pockets of landfill gas discovered during testing. The DEP has indicated that this work needed to be done before the array could be installed.

Since that time staff has worked with the DEP on a draft permit for construction of the array. The current draft indicates that construction of the array may proceed but, as condition of approval, requires the City to continue to ensure that the other sections of the landfill have adequate depth of cover and adequate slope. Work to meet this requirement would occur outside the footprint of the solar array and would not interfere with its installation and operation. The current CIP has \$500,000 of funding appropriated to fully complete work within the footprint of the solar array and begin remediation work outside of the footprint of the solar array. This additional \$290,000 would be used exclusively outside of the footprint of the solar array and would help ensure the City stays on track to meet the DEP's full remediation deadlines.

Sidewalk Rehabilitation and ADA Accessibility

In their FY19 CIP request, the Department of Public Works requested \$700,000 of funding for sidewalk rehabilitation and accessibility improvements. Due to the immense amount of funding need throughout the City my initial recommendation included a recommended funding of only \$500,000 for FY19. The additional \$200,000 would restore this funding to the fully requested amount in line with guidance I have received from Committee members. The funding would also assist in the work we know will be required once the City completes our ADA study which is currently underway with Tindale-Oliver, an outside vendor with expertise in transportation, community planning and design, transit, and ADA accessibility.

Stroudwater Dam Repairs

Back in 2012 the City commissioned a study of the Stroudwater Dam and determined there were a number of items that needed to be dealt with immediately. Due to lingering questions about ownership and the City's obligation to maintain the dam, none of those items have been dealt with. Upon receiving guidance from several City Councilors, most notably District 3 Councilor Brian Batson, I am recommending that we now move forward with \$60,000 of the top priority repairs at the dam. This includes reduction and elimination of leakage by sealing the upstream face of the dam, repairing holes in multiple areas of the dam, removing vegetation between the rocks in the walls of the dam, installing a trash gate and filling sink holes. Although this work was recommended at a cost of \$50,000 back in 2012, upon consultation with our Director of Public Works Chris Branch, we have included a cost escalator in the original estimate.

I have discussed these recommendations with our Director of Finance Brendan O'Connell and these will not increase the overall amount of bonding for FY19. Staff will be on hand at the April 11th Finance Committee meeting to address these amendments and answer any questions.

Order 188-17/18
~~Tab 17 4-9-18~~
Tab 17 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING BOND PROCEEDS AND UNASSIGNED FUND BALANCE IN
AN AMOUNT NOT TO EXCEED \$34,703,595 FOR
THE CITY'S FISCAL YEAR 2019 CAPITAL IMPROVEMENT PROGRAM**

IT IS HEREBY ORDERED THAT:

1. The sum of \$34,703,595 be and hereby is appropriated to finance the projects more particularly described in the project list for the City's 2019 Capital Improvement Program attached hereto as Exhibit A (the "2019 CIP Projects"), as follows:
 - a. Subject to paragraph 2 and 3 below, an amount not to exceed \$31,648,595 is appropriated from the proceeds of the City's general obligation bonds to be authorized by the City Council and issued to finance a portion of the costs of the 2019 CIP Projects; and
 - b. An amount not to exceed \$3,055,000 is appropriated from the City's Unassigned Fund Balance to finance a portion of the costs of a Citywide property revaluation and certain other vehicles, equipment and improvements included in the 2019 CIP Projects, as listed on Exhibit A;
2. The appropriation set forth in paragraph 1(a) above is and shall be contingent upon the approval by the City Council of general obligation bonds for such purposes (the amount appropriated in said paragraph 1(a) to be adjusted to reflect the principal amount of bonds so authorized) and the issuance and delivery of such bonds (or notes in anticipation thereof) for such purposes. The foregoing appropriations shall also be applied to issuance costs for such bonds (or notes in anticipation thereof).
3. That if the actual cost of any 2019 CIP Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project or for any other reason, the Director of Finance is authorized, in his discretion, to reallocate proceeds of the bonds issued therefore or the funds appropriated from the Unassigned Fund Balance Funds therefore to any other project listed on the 2019 CIP Project List or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

	<u>Exhibit A</u>	
	<u>FY19 CIP - General Fund</u>	
	Bonded Amount	Other Funding
Transportation		
<i>PACTS/Match/Other Leveraged Funds</i>		
PACTS RTMS - Traffic Signals	\$ 270,000	\$ -
MPI PACTS Paving - Allen Avenue (Yale-Pennell)	203,400	-
PACTS Washington Avenue Road & Signals	150,000	-
PACTS Collector Paving - Allen Avenue	106,250	-
PACTS USM Roundabout	100,000	-
<i>Traffic Signals / Lights</i>		
Traffic Signals Upgrade Program	480,000	20,000
<i>Streets/Sidewalks</i>		
Woodford's Corner Project - Supplemental Funding	878,241	-
Pavement Preservation Program	750,000	-
CSO Compliance - SRF Ineligibles	600,000	-
MPI DOT Paving - Washgtn Ave(Ocean - Allen)	550,000	-
Street Rehabilitation Program	250,000	-
Arterial Street Ped Crossings	100,000	-
Andrew Square Rehabilitation	100,000	-
Park Ave Protected Bike Lanes	100,000	-
CPR Paving - Park Avenue	83,000	-
CPR Paving - Valley St (entire)	72,400	-
RR Quiet Zone Compliance Program	25,000	-
Franklin Street Design Completion and Construction	-	250,000
Sidewalk Rehabilitation/Accessibility	400,000	100,000
<i>Other</i>		
Neighborhood Byway Network Implementation	100,000	-
Congress Square Redesign	15,000	-
Transportation Total	\$ 5,333,291	\$ 370,000
Facilities		
<i>Buildings/Garages</i>		
Barron Center - Generator Replacement	\$ 430,000	\$ -
Barron Center - Expansion of walk in cooler and freezer FY19	90,628	-
Fire Station Rehabilitation and Upgrades	100,000	-
Temple St Garage Cond. Appraisal Rrs Concrete & S/W 1	290,000	-
Continued Course Improvements at Riverside Golf Course	50,000	-
Sanitation office/ crew space	200,000	-
<i>Marine</i>		
Ocean Avenue Landfill Remediation and Pre-Solar Array Work	250,000	-
On going pile/pier work at OG and P.O.T	150,000	-
Replace Ocean Gateway Plaza Sidewalk	100,000	-
Utility Upgrades	500,000	-
<i>School Facilities</i>		

Lincoln School ADA accessibility and secure entry vestibule	712,126	-
King School - Boiler Replacement	500,000	-
School District ADA compliance upgrades	338,198	-
Moore School - Fire Alarm System Replacement - Engineering and Installation	270,000	-
King School - Fire Alarm System Replacement - engineering and installation	270,000	-
DHS - Fire Sprinkler System Installation	255,130	1,000,000
PHS - Roof Replacement - Engineering	130,000	-
School Energy Management Control Upgrades	50,000	-
DHS Kitchen Remodel/Upgrade	50,000	-
Facilities Total	\$ 4,736,082	\$ 1,000,000
Parks, Fields, Trails		
<i>Parks, Fields, Trails</i>		
Memorial Field Artificial Turf Replacement	\$ 672,772	\$ -
Lincoln Park Fence	100,000	-
Dougherty Skate Park Expansion	50,000	-
Parks, Fields, Trails Total	\$ 822,772	\$ -
Equipment and Vehicles		
<i>Equipment</i>		
Barron Center - Replace Patient Call System Phase II	\$ 48,000	\$ -
Barron Center - Domestic Hot Water Heaters	46,400	-
Upgrade Network switches	150,000	-
Hadlock Field - Lighting Upgrades	550,000	-
Observatory Flagpole and Lightning Protection Replacement	45,000	-
109 Middle Street - Replace Boiler #2	40,000	-
Traffic Signal Upgrades with Paving Programs	400,000	100,000
District Phone System	335,000	-
Records Management System	-	600,000
Virtualization, Storage and Redundancy Upgrade	100,000	-
Phone System Upgrade	100,000	-
Police - Patrol Full Body Cameras	-	400,000
<i>Vehicles</i>		
School Bus Replacements	97,000	-
Trash and Recycling Trucks	770,000	-
Police Cruisers (7) Replacement - Police	266,000	-
Grader Replacement - Winter 5096	225,000	-
Loader DPS 5116	210,000	-
TA Dump Truck Replacement - Districting 3096	210,000	-
SA Dump Truck Replacement - Peaks 3114	170,000	-
SA Dump Truck Replacement - Winter 3115	170,000	-
Wheel Loader Replacement - Trades 5006	135,000	-
1 Ton Dump Truck Replacement - Peaks 2508	70,000	-
1 Ton Dump Truck Replacement - Parks 3101	65,000	-
Replace Utility Truck - DPW Traffic 2515	62,000	-
Mower Hill Climber 10' Replacement - Parks 7158	60,000	-
3/4 Ton Pickup - PRF Ballfields - 2199	40,000	-
3/4 Ton Pickup - PRF Parks - 2202	40,000	-

3/4 Ton Pickup Replacement - Parks 2203	40,000	-	
Car 7 & Service Truck 2 Replacement - Fire	40,000	-	
3/4 Ton Pickup - PRF - Rangers - 2037	38,000	-	
Compact Pickup DPW Engineers 2051	25,000	-	
3/4 Ton Utility Van Replacement - Trades 2006	25,000	-	
3/4 Ton Utility Van Replacement - Trades 2045	25,000	-	
Compact Pickup Replacement - PRF Ballfields	15,000	-	
Equipment and Vehicles Total	\$ 4,612,400	\$ 1,100,000	
Sub-Total FY19 CIP (General Fund)	\$ 15,504,545	\$ 2,470,000	
<u>FY19 CIP - Sewer Fund</u>			
Sewer / Stormwater			
Bedford Street Sewer Separation Project	\$ 8,500,000	\$ -	
CMOM - Pump Station Rehabilitation	670,000	-	
CMOM - Inflow and Infiltration Program	790,000	-	
CMOM - Sewer System Renewal	1,100,000	-	
CSO - Close CSO #42	100,000	-	
Warren - Hicks to Hemingway Sewer Separation	400,000	-	
Forest - Avalon to Warren Sewer Separation	250,000	-	
Integrated Planning LTCP and Post Construction Monitoring Program	400,000	-	
Brighton - Dorset to Lomond Sewer Separation	1,000,000	-	
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Thames St Sewer / Stormwater Extension	225,000	-	
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Service Truck - DPW Water Resources	60,000	-	
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Citywide property revaluation	\$ -	\$ 1,055,000	
TOTAL CIP & Revaluation	\$ 31,648,595	\$ 3,525,000	
Reallocated Bond Proceeds		\$(470,000)	
Total Appropriation	\$ 31,648,595	\$ 3,055,000	\$ 34,703,595

**AMENDMENT TO ORDER 188-17/18
FOR COUNCILOR MAVODONES, FINANCE COMMITTEE CHAIR
RE: FY19 CIP AMENDMENTS AS PROPOSED BY THE CITY MANAGER AND PASSED
UNANIMOUSLY BY THE FINANCE COMMITTEE**

**ORDER APPROPRIATING BOND PROCEEDS AND UNASSIGNED FUND BALANCE IN
AN AMOUNT NOT TO EXCEED \$34,703,595 FOR
THE CITY'S FISCAL YEAR 2019 CAPITAL IMPROVEMENT PROGRAM**

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 - b. An amount not to exceed \$3,055,000 is appropriated from the City's Unassigned Fund Balance to finance a portion of the costs of a Citywide property revaluation and certain other vehicles, equipment and improvements included in the 2019 CIP Projects, as listed on Exhibit A;
2. The appropriation set forth in paragraph 1(a) above is and shall be contingent upon the approval by the City Council of general obligation bonds for such purposes (the amount appropriated in said paragraph 1(a) to be adjusted to reflect the principal amount of bonds so authorized) and the issuance and delivery of such bonds (or notes in anticipation thereof) for such purposes. The foregoing appropriations shall also be applied to issuance costs for such bonds (or notes in anticipation thereof).
3. That if the actual cost of any 2019 CIP Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of the Project or for any other reason, the Director of Finance is authorized, in his discretion, to reallocate proceeds of the bonds issued therefore or the funds appropriated from the Unassigned Fund Balance Funds therefore to any other project listed on the 2019 CIP Project List or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

FY19 CIP - General Fund		Exhibit A	
		Bonded Amount	Other Funding
Transportation			
<i>PACTS/Match/Other Leveraged Funds</i>			
PACTS RTMS - Traffic Signals	\$ 270,000	\$ -	
MPI PACTS Paving - Allen Avenue (Yale-Pennell)	203,400	-	
PACTS Washington Avenue Road & Signals	150,000	-	
PACTS Collector Paving - Allen Avenue	106,250	-	
PACTS USM Roundabout	100,000	-	
<i>Traffic Signals / Lights</i>			
Traffic Signals Upgrade Program	480,000	20,000	
<i>Streets/Sidewalks</i>			
Woodford's Corner Project - Supplemental Funding	878,241	-	
Pavement Preservation Program	750,000	-	
CSO Compliance - SRF Ineligibles	600,000	-	
MPI DOT Paving - Washgtn Ave(Ocean - Allen)	550,000	-	
Street Rehabilitation Program	250,000	-	
Arterial Street Ped Crossings	100,000	-	
Andrew Square Rehabilitation	100,000	-	
Park Ave Protected Bike Lanes	100,000	-	
CPR Paving - Park Avenue	83,000	-	
CPR Paving - Valley St (entire)	72,400	-	
RR Quiet Zone Compliance Program	25,000	-	
Franklin Street Design Completion and Construction	-	250,000	
Sidewalk Rehabilitation/Accessibility	<u>600,000</u>	100,000	
	400,000		
<i>Other</i>			
Neighborhood Byway Network Implementation	100,000	-	
Congress Square Redesign	15,000	-	
<u>Stroudwater Dam Repairs</u>	<u>60,000</u>		
<u>Ocean Avenue Landfill Remediation and Pre-Solar Array Work</u>	<u>540,000</u>		
	250,000		
Transportation Total	\$ 6,133,291	\$ 370,000	
Facilities			
<i>Buildings/Garages</i>			
Barron Center - Generator Replacement	\$ 430,000	\$ -	
Barron Center - Expansion of walk in cooler and freezer FY19	90,628	-	
Fire Station Rehabilitation and Upgrades	100,000	-	
Temple St Garage Cond. Appraisal Rrs Concrete & S/W 1	290,000	-	
Continued Course Improvements at Riverside Golf Course	50,000	-	
Sanitation office/ crew space	200,000	-	
<i>Marine</i>			
Ocean Avenue Landfill Remediation and Pre-Solar Array Work	250,000		
On going pile/pier work at OG and P.O.T	150,000	-	

Replace Ocean Gateway Plaza Sidewalk	100,000	-
Utility Upgrades	500,000	-
<i>School Facilities</i>		
Lincoln School ADA accessibility and secure entry vestibule	712,126	-
King School - Boiler Replacement	500,000	-
School District ADA compliance upgrades	338,198	-
Moore School - Fire Alarm System Replacement - Engineering and Installation	270,000	-
King School - Fire Alarm System Replacement - engineering and installation	270,000	-
DHS - Fire Sprinkler System Installation	255,130	1,000,000
PHS - Roof Replacement - Engineering	130,000	-
School Energy Management Control Upgrades	50,000	-
DHS Kitchen Remodel/Upgrade	50,000	-
Facilities Total	\$ 4,486,082	\$ 1,000,000
Parks, Fields, Trails		
<i>Parks, Fields, Trails</i>		
Memorial Field Artificial Turf Replacement	\$ 672,772	\$ -
Lincoln Park Fence	100,000	-
Dougherty Skate Park Expansion	50,000	-
Parks, Fields, Trails Total	\$ 822,772	\$ -
Equipment and Vehicles		
<i>Equipment</i>		
Barron Center - Replace Patient Call System Phase II	\$ 48,000	\$ -
Barron Center - Domestic Hot Water Heaters	46,400	-
Upgrade Network switches	150,000	-
Hadlock Field - Lighting Upgrades	550,000	-
Observatory Flagpole and Lightning Protection Replacement	45,000	-
109 Middle Street - Replace Boiler #2	40,000	-
Traffic Signal Upgrades with Paving Programs	400,000	100,000
District Phone System	335,000	-
Records Management System	-	600,000
Virtualization, Storage and Redundancy Upgrade	100,000	-
Phone System Upgrade	100,000	-
Police - Patrol Full Body Cameras	-	400,000
<i>Vehicles</i>		
School Bus Replacements	97,000	-
Trash and Recycling Trucks	770,000	-
Police Cruisers (7)) Replacement - Police	266,000	-
Grader Replacement - Winter 5096	225,000	-
Loader DPS 5116	210,000	-
TA Dump Truck Replacement - Districting 3096	210,000	-
SA Dump Truck Replacement - Peaks 3114	170,000	-
SA Dump Truck Replacement - Winter 3115	170,000	-
Wheel Loader Replacement - Trades 5006	135,000	-
1 Ton Dump Truck Replacement - Peaks 2508	70,000	-
1 Ton Dump Truck Replacement - Parks 3101	65,000	-
Replace Utility Truck - DPW Traffic 2515	62,000	-

Mower Hill Climber 10' Replacement - Parks 7158	60,000	-	
3/4 Ton Pickup - PRF Ballfields - 2199	40,000	-	
3/4 Ton Pickup - PRF Parks - 2202	40,000	-	
3/4 Ton Pickup Replacement - Parks 2203	40,000	-	
Car 7 & Service Truck 2 Replacement - Fire	40,000	-	
3/4 Ton Pickup - PRF - Rangers - 2037	38,000	-	
Compact Pickup DPW Engineers 2051	25,000	-	
3/4 Ton Utility Van Replacement - Trades 2006	25,000	-	
3/4 Ton Utility Van Replacement - Trades 2045	25,000	-	
Compact Pickup Replacement - PRF Ballfields	15,000	-	
Equipment and Vehicles Total	\$ 4,062,400	\$ 1,100,000	
Sub-Total FY19 CIP (General Fund)	\$ 15,504,545	\$ 2,470,000	
FY19 CIP - Sewer Fund			
Sewer / Stormwater			
Bedford Street Sewer Separation Project	\$ 8,500,000	\$ -	
CMOM - Pump Station Rehabilitation	670,000	-	
CMOM - Inflow and Infiltration Program	790,000	-	
CMOM - Sewer System Renewal	1,100,000	-	
CSO - Close CSO #42	100,000	-	
Warren - Hicks to Hemingway Sewer Separation	400,000	-	
Forest - Avalon to Warren Sewer Separation	250,000	-	
Integrated Planning LTCP and Post Construction Monitoring Program	400,000	-	
Brighton - Dorset to Lomond Sewer Separation	1,000,000	-	
Thames St Stormwater Outfall	150,000	-	
Thames St Sewer / Stormwater Extension	225,000	-	
Pavement Preservation Program - Utility costs	200,000	-	
MPI/CPR Paving Programs - Utility costs	127,050	-	
Street Rehab Program - Utility costs	800,000	-	
PACTS Paving - ineligible Utility costs	30,000	-	
Pump Station at 109 District Road	120,000	-	
Stormwater Retrofits on Riverside Street	185,000	-	
Bell Street Sewer Replacement	350,000	-	
Stormwater Infrastructure Improvements	272,000	-	
Street Sweepers Replacement	270,000	-	
Catch Basin Cleaning Vehicle Replacement - Sewer 3127	145,000	-	
Service Truck - DPW Water Resources	60,000	-	
Sewer / Stormwater Total (Sewer Fund)	\$ 16,144,050	\$ -	
TOTAL CIP (General Fund & Sewer Fund)	\$ 31,648,595	\$ 2,470,000	\$ 34,118,595
Citywide property revaluation	\$ -	\$ 1,055,000	
TOTAL CIP & Revaluation	\$ 31,648,595	\$ 3,525,000	
Reallocated Bond Proceeds		\$ (470,000)	
Total Appropriation	\$ 31,648,595	\$ 3,055,000	\$ 34,703,595

Order 189-17/18
~~Tab 18-49-18~~
Tab 18 4-18-18

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**AMENDMENT OF PORTLAND CITY CODE CHAPTER 25.
STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES
ARTICLE II. OBSTRUCTIONS, ENCUMBRANCES AND AUTHORIZED EVENTS
Re: BIKE SHARE ORDINANCE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE, IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 25, Article II, Obstructions, Encumbrances and Authorized Events. Section 25-27 and 25-31 of the Portland City Code is hereby amended to read:*

Sec. 2527. Fees and fines.

(a) The following fees are hereby established for the issuance of a revocable street and sidewalk occupancy permit:

- (1) Objects other than portable signs, including but not limited to tables, chairs, barricades and bollards, eighty-eight dollars (\$88.00) for one (1) fiscal year or any portion thereof;

...

- (7) Location of dumpster on city-owned property, except as part of a street festival or other special event declared by the city council, two hundred twenty-five dollars (\$225.00) per fiscal year or any portion thereof.

- (8) Operation of a bike sharing system (as defined in 25-31 below,) according to the following fee schedule:

Station-less Systems (or Hybrid systems not meeting 50% docking point threshold):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles \$1,500

251 to 500 bicycles \$2,500

More than 500 bicycles \$500 per every additional 250 bicycles or fraction thereof

Annual Renewal Fee (Station-less Systems), per operator per calendar year:

Less than 250 bicycles \$1,000

251 to 500 bicycles \$2,000

More than 500 bicycles \$ 250 per every additional 250 bicycles or fraction thereof

Bicycle Parking Mitigation: To help mitigate the increased bicycle parking demands of a Station-less Bike Sharing System, the operator will either: 1) provide and have installed within the public right-of-way bicycle parking sufficient to accommodate the equivalent of 10% of the number of bicycles deployed in the operator's fleet with approved bicycle racks in approved locations or 2) make a financial contribution to the Sustainable Transportation Fund for the purchase and installation by the City of bicycle parking sufficient to accommodate the equivalent to 10% of the number of bicycles deployed in the operator's fleet.

Station-based/Hybrid Systems (Station-based systems must provide at least 50% as many docking points as bikes):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles \$500

251 to 500 bicycles \$1,000

More than 500 bicycles \$250 per every additional 250 bicycles or fraction thereof

Plus \$50 per approved docking station.

Annual Renewal Fee, per operator per calendar year:

Less than 250 bicycles \$500

251 to 500 bicycles \$1,000

More than 500 bicycles \$250 per every additional 250 bicycles or fraction thereof

Plus \$25 per approved docking station.

Within one year following the issuance of the first permit for a bike sharing system, the fee schedule above is to be re-assessed.

Should the number of bicycles be increased during any calendar year requiring additional fees, the difference in permit fees paid to date will be payable and a revised permit application is to be filed before their deployment. A reduction in bicycles in any one calendar year will not trigger a refund of permit fees paid.

(b) The following fees are hereby established for the issuance of a revocable outdoor dining permit:

...

25-31 Reserved. Bike Sharing Systems

(a) A "bike sharing system" is defined as a system of bicycles, electric bicycles, helmets, or similar bike-share-related merchandise that is made available for rent for general public use, generally for short periods of time, and may include docks or stations for storing bicycles when not in use.

(b) Bike sharing systems require annual revocable street occupancy permits pursuant to this section and section 25-27(a)(8), above.

(c) The City Manager or her/his designee is hereby authorized to develop regulations to further delineate reasonable rules for operation of a bike sharing system, including limits on the number of bikes (including per operator), where bikes and other bike-share-related merchandise may be stored or parked on public ways, requirements for insurance, indemnity and bonding, the conduct and responsiveness of bike share operators, requirements for data sharing and reporting, restrictions on advertising and signage, and other relevant factors to ensure safe and effective operation of such a system. The rules will be submitted to the City's

Sustainability & Transportation Committee for review and comment prior to adoption and, following adoption, shall undergo an annual review by the Committee of the rules' effectiveness.

(d) The City Manager may set a cap on the number of bike sharing systems that may operate in the city at one time. If such a limit is set, the City shall determine operators through a competitive bidding process.

(e) In addition to the street occupancy permit fees outlined in 25-27 above, in the event that any installation, reinstallation, relocation, repair or maintenance of any existing or future improvements owned by, constructed by or on behalf of the City is made costlier by virtue of a bike sharing system, the operator of that bike sharing system shall pay to the City an amount equal to such additional cost as reasonably determined by the City Manager or the City Manager's duly authorized representatives.

(f) It shall be considered a violation of the City Code to park, leave standing, or leave unattended a bicycle that is part of a bike sharing system, as defined in Sect 25-31(a), on any sidewalk, street, or public right-of-way except as authorized under a valid street occupancy permit. Bicycles parked, left standing, or left unattended constitute a public nuisance subject to abatement and removal by duly designated authorities by the City Manager. Failure to obtain a street occupancy permit as required by this section, parking or leaving unattended a bicycle in an unauthorized location, and any other violations of this Section or the Rules and Regulations governing bike sharing systems shall be subject to the fines outlined in Section 1-15 of the City Code.

MEMORANDUM
City Council Agenda Item

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

FROM: Bruce Hyman, Transportation Program Manager

DATE: April 2, 2018

SUBJECT: DRAFT Bike Share Ordinance

SPONSOR: Councilor Spencer Thibodeau
Sustainability and Transportation Committee, March 21, 2018, 3-0 unanimous

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading April 9, 2018 **Final Action** April 18, 2018

Can action be taken at a later date: Yes X No
Enough time is needed to develop appropriate regulations in anticipation of spring/summer 2018 bike share operator pilot programs.

PRESENTATION: Councilor Thibodeau, intro., Bruce Hyman (5 minutes total max.)

I. ONE SENTENCE SUMMARY

There are currently no provisions within the City Ordinance to define, permit the operation of and regulate bike share systems; this draft ordinance and subsequent regulations would provide a regulatory framework to do so.

II. AGENDA DESCRIPTION

The proposed draft Bike Share Ordinance proposes a framework to permit and regulate bike share systems in Portland. A tiered system of street occupancy permit fees is proposed to be tied to the number of bicycles within a bike share system and its configuration: Station-based or Stationless. Stationless systems can create more of a burden on enforcement so the per bike street occupancy permit fee is proposed to be higher than for Station-based systems which provide more structured bicycle parking as specific locations. It is intended for the fees to be similar in total for each type of system for systems with a similar number of bicycles. To mitigate the anticipated impact on public bicycle parking, it is proposed to have a Bicycle Parking Mitigation provision requiring Stationless system operators contribute to the amount of bicycle parking available in Portland (totaling 10% of the number of bicycles within their system).

Section 25-31 of the draft ordinance in its elements:

- defines Bike Sharing Systems
- delegates the authority to develop regulations of the systems to the City Manager including setting insurance and bonding requirements, specifying where parking of

bicycles as part of a system is allowed and not allowed and other provisions in subsection (c) “to ensure the safe and effective operation of such a system”

- allows the City Manager to set a cap on the number of systems operating within the city
- calls for annual review of the regulations
- establishes that operating a system without a permit is a violation of city ordinance.

III. BACKGROUND

Interest has been shown for several years for the launch of one or more pilot programs of a bike share system in Portland. Bike share is a system of bicycles and associated equipment and web-based applications that enable the short term rental and use of bicycles typically for point-to-point bicycle trips. Systems can be: ‘Station-based’, using a system of docking stations to park and ‘check out/check in’ bicycles; ‘Stationless’, relying on bicycle racks to lock the bikes or self-locking mechanisms on the bike itself; or, a hybrid of the two systems.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Sustainability and Transportation Committee has established the short-term goal of adoption of a bike share ordinance and accompanying regulations for 2018.

V. FINANCIAL IMPACT

Not promulgating regulations leaves the city exposed to not being able to recoup potential unknown costs of managing and enforcing bike share operations that create safety hazards and nuisances by their operations.

The street occupancy permit fees are meant to provide a base level of fees for modest management of bike share operations. For station-less bike share systems, the bike parking mitigation provision requires the operators to address the cost of a portion of the bike parking demand their system will create.

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

A regulatory framework is needed to permit the operation of bike share systems and to ensure the safe and effective operation of those systems Through these regulations, the City will be better able to monitor and control the introduction of a greater number of bicycles to the City’s streets in order to facilitate an exciting new service while also working to ensure that those bicycles do not overwhelm existing infrastructure or create a public nuisance.

VII. RECOMMENDATION

Planning staff and Corporation Counsel recommend the adoption of the proposed draft ordinance.

VIII. LIST ATTACHMENTS

- A. Background memo
- B. Draft Bike Share Ordinance

Prepared by: Bruce Hyman, Transportation Program Manager
Date: April 2, 2018

Bean/agendarequestmemo/rev 1/23/2017

The proposed Sidewalk and Street Occupancy Permit Fee structure is as follows:

Station-less Systems (or Hybrid systems not meeting 50% docking point threshold):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$1500
251 to 500 bicycles	\$2500
More than 500 bicycles	\$ 500 per every additional 250 bicycles or fraction thereof

Annual Renewal Fee (Station-less Systems), per operator per calendar year:

Less than 250 bicycles	\$1000
251 to 500 bicycles	\$2000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Station-based/Hybrid Systems (Station-based systems must provide at least 50% as many docking points as bikes):

Initial Annual Permit Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$50 per approved docking station.

Annual Renewal Fee, per operator per calendar year:

Less than 250 bicycles	\$ 500
251 to 500 bicycles	\$1000
More than 500 bicycles	\$ 250 per every additional 250 bicycles or fraction thereof

Plus \$25 per approved docking station.



Planning & Urban Development Department

TO: Mayor Strimling and Members of the City Council

FROM: Bruce Hyman, Transportation Program Manager

DATE: April 2, 2018

SUBJECT: Draft Bike Share Ordinance

CC: Jon Jennings, City Manager
Jeff Levine, Planning and Urban Development Director
Jennifer Thompson, Associate Corporation Counsel

Introduction:

The City of Portland has been looking at the possibility of a bike share system since at least 2012. In 2013, the City received technical assistance from the Environmental Protection Agency and completed a feasibility study that outlined some opportunities and challenges. A non-profit called Portland Bikeshare was created, based on the recommendations of that study, but lacked funding to launch a service. In the past year, the City has received inquiries from several potential bike share operators of various types, including for-profit and non-profit operators during the last several years. These providers may work in conjunction with Portland Bikeshare if feasible.

However, there are no current ordinance provisions defining or governing bike share systems or enabling their regulation. Based on experiences in other cities, there are significant opportunities in bike share in mid-sized cities. However, without a set of rules to govern operations, there is a risk for public safety hazards and costs for City staff. The draft ordinance being presented to the City Council is intended to fill that void in the city ordinance and delegate the development of bike share regulations to the City Manager.

On March 21st, the Sustainability and Transportation Committee voted unanimously (3-0) to forward the draft ordinance to the full City Council for their consideration with 2 amendments pertaining to: 1) bike parking mitigation for station-less bike share operators and 2) annual review of the regulations for their effectiveness.

Draft Ordinance:

The draft ordinance is based on a review of ordinances and other materials from other municipalities and bike share operators and organizations from around the country.

Section 25-27(8) of the draft ordinance proposes a Street Occupancy Permit fee structure governing both Station-less and Station-based/Hybrid Bike Share Systems. It attempts to be

neutral in terms of the overall amount of the fee to be paid between the two types of systems of similar size. Station-less system permit fees are proposed to be solely based on the number of bicycles deployed but include bike parking mitigation which, in contrast to station-based systems, they do not include. The Station-based/Hybrid system (using docks for bike parking) permit fees are based on combination of the number of bikes and the number of docks deployed but require at least bike parking at docks for a minimum of 50% of the deployed fleet.

Section 25-31 of the draft ordinance in its elements:

- defines Bike Sharing Systems
- proposes delegating the authority to develop regulations of the systems to the City Manager including setting insurance and bonding requirements, specifying where parking of bicycles as part of a system is allowed and not allowed and other provisions in sub-section (c) “to ensure the safe and effective operation of such a system”
- allows the City Manager to set a cap on the number of systems operating within the city
- calls for annual review of the regulations
- establishes that operating a system without a permit is a violation of city ordinance.

Potential Regulatory Framework:

A similar review of bike share system regulations from other municipalities and guidance from the bike share industry/organizations has many common elements. These elements include:

- Safety/Equipment - what minimum national safety standards with which the bicycles need to conform including front and rear lights
- Parking - where parking of station-less and station-based system bicycles are allowed focusing on maintaining adequate sidewalk clearance for bicycles parked there, how users will be educated on proper parking and enforcement mechanisms
- Fleet Size and Service Area - minimum and maximum fleet size and where the system is allowed to operate within the city
- Signage/Advertising/Contact Information - requirements for company contact information on each bicycle and limitations on advertising
- Maintenance/Operations - sets requirements for local responsiveness for customer service requests/complaints, removal of bicycles that are improperly located/parked and maintenance of bicycles.
- Insurance/Bonding/Indemnity - establishes insurance and bonding minimum requirements and requires the operator indemnify the city and employees
- Data Sharing/Reporting - sets requirements for the type and frequency of data sharing and surveying/reporting from each operator. (Adapted from NABSA 'Dockless Bikeshare Regulation Preliminary Guidance, Version 1', January 2018)

The development of the regulations by the City Manager would follow soon after the adoption of the Bike Share ordinance by the City Council. The hope is that, should there be support for the concept, timing may allow for a pilot program this summer.

*Order 198-17/18
Tab 19 4-18-18*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**TRAFFIC SCHEDULE AMENDMENT
RE: SECTION OF FORE STREET TO 2-HOUR PARKING**

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

By adding under Fore Street from Waterville Street to St. Lawrence Street:

North Side

- **Schedule XVIII** – 2-Hour 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: March 27, 2018

SUBJECT: Traffic Schedule Amendment: Unrestricted to Time-Restricted Parking on Fore St

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading April 18th, 2018 **Final Action** May 7th, 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 six existing unrestricted parking spaces along the north side of Fore Street (from Waterville Street to St. Lawrence Street) to six 2-hour time-restricted parking spaces.

II. AGENDA DESCRIPTION -

Fore Street, between Waterville Street and St. Lawrence Street, is two-way with unrestricted parking on both sides of the street, except during weekly street cleaning events. The requested Council action would adjust the Traffic Schedule from unrestricted parking to 2-hour parking on the north side of this Fore Street block. This would impact six parking spaces. (see attached graphic)

III. BACKGROUND -

The development and activity along Fore Street has intensified recently and people in the neighborhood have requested shorter term parking to allow for more turnover.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED -

The intended result of this conversion is to provide parking turnover to this section of 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 -

Some in the neighborhood have been requesting this change for quite some time; citing islanders who park on-street for extended periods and the presence of considerable unrestricted parking along the south side of Fore Street.

VII. RECOMMENDATION -

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

VIII. LIST ATTACHMENTS

1. Parking Change Proposed for Fore St

Prepared by: Jennifer Ladd

Date: April 2, 2018

Bean/agendarequestmemo/rev 11/2015

Parking Change Proposed for Fore Street



DPW
April 2018

*Order 199-17/18
Tab 20 4-18-18*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 481-07 SUPERVISORS**

ORDERED, that the attached Collective Bargaining Three (3) Year Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-07 Supervisors for July 2, 2017 through June 30, 2020, is hereby approved.

CITY OF PORTLAND
MEMORANDUM

To: Mayor Ethan Strimling and Members of the City Council
From: Thomas Caiazzo, Labor Relations Manager *TAC*
Date: April 4, 2018
RE: Order/First Reading of AFSCME Local 481-07 Supervisors

City staff has reached a tentative three (3) year agreement with AFSCME Supervisors representing approximately 39 supervisors and foremen. The tentative agreement is within guidance received from Council on September 18, 2017 and additional guidance on February 21, 2018.

The parties have tentatively agreed to a three (3) year contract extension with general wage increases as follows:

2% effective retroactive to July 2, 2017
2% effective July 1, 2018 plus \$.60 per hour for eliminating stipends and rolling into the hourly wage
2% effective July 7, 2019 plus \$.20 per hour for overtime concessions

In addition the City has agreed to implement a longevity step at 12+ years upon Council vote of approval of the new contract.

Tool allowance is increased \$50.00 per year starting in July 2018 for two years.

Footwear allowance increased to \$200.00 per year effective July 2018.

The Jetport also agreed to a new market rate pay plan for their supervisors which rolls all stipends, allowances and add pay into the hourly rate.

In consideration of the above, the union has agreed to overtime concessions as well as lumping specific allowances and stipends into the hourly wage.

The contract term is July 2, 2017 through June 30, 2020. The total direct cost of the general wage and economic increase is approximately \$348,000.00.

Other language changes which do not have a financial impact have also been agreed to.

The Supervisors members have ratified the three (3) year agreement.

This order will require a second reading at the May 7, 2018 Council meeting.

Cc: Jon P. Jennings – City Manager
Anita LaChance – Deputy City Manager
Danielle West-Chuhta – Corporate Counsel
Anne Torregrossa – Associate Corporate Counsel
Chris Branch – Public Works Director
Paul Bradbury – Airport Director
Sally Deluca – Director of Parks, Recreation & Facilities Management
Gina Tapp – Human Resources Director
Brendan O'Connell – Finance Director
Carlene Kessler – Employment Services Manager
Jennifer Lodge, Budget Analyst
Lori Schools, Payroll Manager

SUPERVISORS - ADMINISTRATIVE RECOMMENDATION

ITEM	BASE COST	YEAR 1 (FY)18	% INCR	YEAR 2 (FY)19	% INCR	YEAR 3 (FY)20	% INCR	NOTES:
Base Wages	1,873,832	37,679	2.0%	38,433	2.0%	39,202	2.0%	
Night Shift Differential	2,457							
Specialty Pay	55,869							Winter Ops Stipend, Jetport Meal Allow. & Plowing Stipend rolling into base pay -\$6,475
Meal Allowance	6,800							Increase to \$250, roll into Base Pay, eliminate meal allowance
Step Movement		10,132	0.5%			16,224	0.9%	Year 1 (May & June) Add 12+Year step, effects 35. Year 3 increase all steps by \$0.20
Sub-Total Wages	1,938,958	47,811	2.5%	38,433	1.9%	55,426	2.7%	
Overtime	284,053	5,712	2.0%	5,826	2.0%	5,943	2.0%	Based on increase in base wages
Tool Allowance	3,000			250	8.3%	250	7.7%	Increase Tool Allow \$50 per year for 5 positions
Clothing Allowance	20,755	-		-		-		Increase Boot Allow. to \$200, Roll into Base Pay, eliminate Clothing & Boot Allow.
Total Direct Costs	2,246,765	53,523	2.4%	44,509	1.9%	61,618	2.6%	
Health Insurance	450,614	45,061.37	10.0%	49,568	10.0%	54,524	10.0%	Inflationary increase only
Health Insurance-Plan Changes		(14,870)	-3.0%					Projected 9% Savings less 3% Cost of Wellness Initiative
Pension	211,186	16,467	7.8%	16,030 ¹	7.0%	18,354	7.5%	Based on increase in total wages
Workers' Compensation	54,485	1,096	2.0%	1,117	2.0%	1,140	2.0%	Based on increase in total wages
Total Indirect Costs	716,284	47,754	6.7%	66,715	8.7%	74,019	8.9%	
Total	2,963,050	101,277	3.4%	111,224	3.6%	135,637	4.3%	