

KATE SNYDER (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
ROBERTO RODRÍGUEZ (A/L)



ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK N. DION (5)

CITY COUNCIL MEETING - SEPTEMBER 18, 2023 AT 5:00 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Kate Snyder, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

REMOTE ACCESS INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall. The public may attend the meeting in person, however space in Council Chambers is limited. The public is therefore strongly encouraged to participate remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Minutes from the meeting of September 6, 2023

PROCLAMATIONS:

Proclamation 4-23/24 Recognizing September 18 to September 24, 2023 as Diaper Need Awareness Week - Sponsored by Kate Snyder, Mayor

Proclamation 5-23/24 Recognizing September 30, 2023 as a Day of Remembrance for U.S. Indian Boarding Schools - Sponsored by Kate Snyder, Mayor

Proclamation 6-23/24 Proclamation Recognizing September 2023 as African Heritage Month - Sponsored by Kate Snyder, Mayor

Proclamation 7-23/24 Recognizing Rosh Hashanah and Yom Kippur 2023 - Sponsored by Pious Ali, Councilor

CONSENT ITEMS:

Order 36-23/24 Declaring October 1, 2023 the 32nd Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Danielle P. West, City Manager

This will be the 32nd running of the Maine Marathon. The number of registered runners this year is expected to reach 3,500, with approximately 800 anticipated spectators lining much of the sidewalks, parks and pathways along the race route.

The race will take runners from Baxter Boulevard, to Washington Avenue onto Veranda Street, continuing on Route 1 and crossing over Martin's Point Bridge into Falmouth and back. Runners will both start and finish at Baxter Boulevard extension.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 11-23/24 Regarding the Consolidated Annual Performance and Evaluation Report (CAPER) for HUD-funded Programs - Mary Davis (Interim Director, Housing & Economic Development)

The Consolidated Annual Performance and Evaluation Report (CAPER) outlines accomplishments and expenditures within a given program year for HUD-funded programs including CDBG, ESG, and HOME. This required report is presented to

Housing and Urban Development (HUD) no later than 90 days after the program year ends on June 30. Although there is a 15-day public comment period for this report, no council action is required.

The CAPER is a companion to the Annual Action Plan, which is presented for Council action annually in April or May. The Annual Action Plan lists the activities and actions the City plans to take throughout a program year, while the CAPER reports on those actions. Although the CAPER technically represents only a specific program year, the expenditures listed may represent several program years, as some activities (such as construction or development) may not be completed within the program year in which it was awarded.

As a communication this item requires no public comment or formal Council action.

Communication 12-23/24 Regarding the ECRT activation at the MaineDOT parking lot on Marginal Way - Kristen Dow (Director, Health & Human Services) and Chief Keith Gautreau (Fire)

As a communication this item requires no public comment or formal Council action.

UNFINISHED BUSINESS:

Order 256-22/23 Adopting Development Program for the Portland Tourism Municipal Development District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

The budget for Portland Tourism Development District (PTDD), as submitted by Visit Portland for FY2024 at \$2,589,071, would be funded largely from special assessments on all Portland area lodging properties with 40 or more rooms. The revenue raised through the special assessment would fund the PTDD development program expenses for FY2024. The assessment rate is based on a calendar year average short term room rental occupancy percentage and average daily rate multiplied by 1.5%, which is equal to one and one-half percent 1.5% of annual gross short-term room rental revenues. Estimated assessments for each individual lodging house would be established based on a formula using 2022 Smith Travel Report (STR) average daily room rate in Portland hotels ranging from \$146 to \$269 per night, and occupancy rate ranging from 69% to 70% based on standard industry hotel classifications, times 1.5% assessment rate. The City will collect 10% of the assessment for its administrative purposes.

Example Formula: Number of Rooms x 365 = Number of Rooms/Year x Occupancy Rate of 72.1% x Average Daily Room Rate (ADR) of \$227.66 x 1.5% (Assessment Rate).

NOTE: Subsequent to the first reading on June 26, 2023, the terms of the district have been amended and the amendment is in the back-up material. The amendment, if approved, would: change the start date to January 1, 2024; limit assessments to only non-seasonal lodging properties with 40 or more rooms; base the assessment rate on a formula using June 2023 Smith Travel Report (STR) U.S. average daily room rate per hotel classification ranging from \$77 to \$379 per night and an occupancy rate of 50% multiplied by a 1.5% assessment fee; and implement the district in the 2nd half of FY2024 (Jan.-June) with an approximate budget of \$754,369, with the City receiving a 10% administrative fee.

At the Housing and Economic Development Committee meeting held on April 25, 2023, the vote was 3-1 (Rodriguez) to forward this to the City Council for approval, with Councilor Phillips noting that she favors sending this to the City Council for discussion and would confirm her vote yes or no at that meeting.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

Order 257-22/23 Establishing Implementation Assessments for Portland's Tourism Municipal Development District for Fiscal Year 2023-2024 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is a companion order to the order above establishing Portland's Tourism Municipal Development District, and the order below approving the agreement. An amendment is in the back-up material to update the assessment list according to discussion that followed the first reading in June.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

Order 258-22/23 Approving the Development Program Manager Agreement between the City of Portland and Convention and Visitors' Bureau of Greater Portland Doing Business as Visit Portland - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

This is a companion order with the two orders above. An amendment is in the back-up material to update the Development Program Manager Agreement according to discussion that followed the first reading in June.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved by the City Council in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs.

This item must be read on two separate days. It received its first reading on September 6, 2023. Five affirmative votes are required for passage after public comment.

Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager

This is a companion order with the order above, appropriating \$1,684,816 authorized from the School Revolving Renovation Fund.

This item must be read on two separate days. It received its first reading on September 6, 2023. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 34-23/24 Accepting and Appropriating a \$10,000 Donation from the Congress Square Redesign Committee for Phase B of Congress Square Park - Sponsored by Danielle P. West, City Manager

The donation of \$10,000 from the Congress Square Redesign Committee would fund vital construction documents necessary to complete Phase B of the rehabilitation of Congress Square Park.

Congress Square Park is an important public resource for residents, business owners, and visitors located in the heart of Portland's Arts District. Congress Square Redesign planning efforts began in 2012. The redesign involves a multi-phase, large-scale renovation aimed at turning an underperforming, car-dominated intersection and adjacent public plazas into an active and integrated public urban amenity in one of the densest areas of Portland. The rehabilitation of this public amenity will contribute to Portland's economic vitality and enhance the quality of life for its residents, workers, and visitors, serving as a focal point for cultural activities and community programs.

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

Order 35-23/24 Accepting and Appropriating Three Maine Historic Preservation Commission Grants for the Planning Department - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates three Certified Local Government (CLG) grants by the Maine Historic Preservation Commission (MHPC): \$9,500 to present a Commission Assistance and Mentoring Program (CAMP) training by the National Alliance of Preservation Commissions (NAPC) for Maine CLG staff and Commission/Board members, with no required match; \$2,400 to digitize Historic Resource Survey Forms and photographs for the West End, How House, Old Port, and Deering Street Historic Districts so that they can be made available online, with a required match of \$1,600; and \$2,313.60 to assist two staff members in attending the Nation Trust for Historic Preservation Past Forward Conference, with a required match of \$1,542.40. Planning & Urban Development Department FY24 budget funds have been budgeted for the required matches.

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

EXECUTIVE SESSION:

In accordance with 1 M.R.S.A. section 405(6)(D), City staff request that an Executive Session be held to discuss and receive guidance on the City's contract with Local 740, International Association of Firefighters, AFL-CIO.

Five affirmative votes are required to enter an Executive Session.

ADJOURNMENT:

ZOOM INFORMATION:

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PLEDGE OF ALLEGIANCE:

Mayor Snyder led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Snyder called the meeting to order at 5:07pm

City Councilors Present: Councilor Fournier, Councilor Rodriguez, Councilor Dioin, Councilor Ali, Councilor Zarro, Mayor Snyder

Councilors Absent: Councilor Trevorrow, Councilor Pelletier, Councilor Phillips

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Snyder opened the floor for public comment.

The following individuals spoke: Steven Scharff (Brackett Street), Richard Ward (Parkside Neighborhood), Mary Snell (President of the Hunting Society of Maine), Peter Badalament (174 Ridge Road), Greg Gould (District 5), Leslie Fuller (153 Ridge Road), Bill Higgins (18 Middle Street), Chery Olsten (44 Ridge Road)

ANNOUNCEMENTS:

Mayor Snyder opened the floor for Council Announcements. The following individuals spoke: Councilor Rodriguez, Councilor Dion, Mayor Snyder, Danielle West (City Manager)

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Special City Council Meeting- August 14, 2023 (4:00pm)

Special City Council Meeting- August 14, 2023 (5:30pm)

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 6-0-3 (Councilor Trevorow, Pelletier, and Phillips absent)

Mayor Snyder opened the floor for Council comment. No one spoke.

APPOINTMENTS:

Order 28-23/24 Appointing Michael Goldman Corporation Counsel - Sponsored by the Search Committee, Mayor Kate Snyder, Chair

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 6-0-3 (Councilor Trevorow, Pelletier, and Phillips absent)

Mayor Snyder opened the floor for Council comment. The following individuals spoke: Mayor Snyder, Danielle West (City Administrator), Michael Goldman (Corporation Counsel)

PROCLAMATIONS:

Proclamation 1-23/24 Recognizing City Staff for the Exemplary Operation of a Temporary Emergency Shelter at the Expo - Sponsored by Kate Snyder, Mayor

Mayor Snyder read Proclamation 1-23/24 Recognizing City Staff for the Exemplary Operation of a Temporary Emergency Shelter at the Expo into the record.

Proclamation 2-23/24 Recognizing September 15 to October 15, 2023 as Hispanic Heritage Month - Kate Snyder, Mayor

Councilor Rodriguez read Proclamation 2-23/24 Recognizing September 15 to October 15, 2023 as Hispanic Heritage Month into the record.

Proclamation 3-23/24 Recognizing September 8 to September 17, 2023 as Welcoming Week - Sponsored by Kate Snyder, Mayor

Mayor Snyder read Proclamation 3-23/24 Recognizing September 8 to September 17, 2023 as Welcoming Week into the record.

LICENSES:

Order 29-23/24 Granting Municipal Officers' Approval of Orange Bike Company, dba Orange Bike Company. Application for B/W/D On-Premise Consumption with

Outdoor Dining on Private Property at 31 Diamond Street - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Fournier and seconded by Mayor Snyder for passage.
Passage 6-0-3 (Councilor Trevorrow, Pelletier, and Phillips absent)
Mayor Snyder opened the floor for Council comment. No one spoke.

Order 30-23/24 Granting Municipal Officers' Approval of Shipyard Brewing Company LLC, dba Shipyard Brewing Company. Application for Class A Lounge with Indoor Entertainment and Outdoor Dining on Public Property at 27 Hancock Street - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage 6-0-3 (Councilor Trevorrow, Pelletier, and Phillips absent)
Mayor Snyder opened the floor for Council comment. No one spoke.

COMMUNICATIONS:

Com 9-23/24 Regarding the 2024 Allowable Increase Percentage for the rent of Covered Units - Jessica Hanscombe, Director of Permitting & Inspections

Zachary Lenhart (Licensing and Housing Safety Manager) provided an update on the 2024 Allowable Increase Percentage for the rent of covered units.
As a communication, this item requires no public comment or formal council action.

Com 10-23/24 Update re: Encampment Crisis Response Team (ECRT) Resolution at Fore River Parkway Trail Encampment - Kristen Dow, Director (Department of Health and Human Services) and Chief Keith Gautreau (Fire Department)

Kristen Dow (Health & Human Services Director) and Keith Gautreau (Fire Chief) provided an update on the Encampment Crisis Response Team
As a communication, this item requires no public comment or formal council action.

UNFINISHED BUSINESS:

Order 256-22/23 Adopting Development Program for the Portland Tourism Municipal Development District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Zarro to postpone until September 18, 2023. Passage 4-2-3 (Councilor Fournier & Rodriguez No) (Councilor Trevorrow, Pelletier & Phillips absent).
Mayor Snyder opened the floor to Council comment. The following individuals spoke: Councilor Rodriguez.

Order 257-22/23 Establishing Implementation Assessments for Portland's Tourism Municipal Development District for Fiscal Year 2023-2024 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Dion to postpone until September 18, 2023. Passage 4-2-3 (Councilor Fournier & Rodriguez No) (Councilor Trevorrow, Pelletier & Phillips absent).
Mayor Snyder opened the floor to Council comment. No one spoke.

Order 258-22/23 Approving the Development Program Manager Agreement between the City of Portland and Convention and Visitors' Bureau of Greater Portland Doing Business as Visit Portland - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Zarro to postpone until September 18, 2023. Passage 4-2-3 (Councilor Fournier & Rodriguez No) (Councilor Trevorrow, Pelletier & Phillips absent).

Mayor Snyder opened the floor to Council comment. No one spoke.

Order 26-23/24 Amendment to Portland City Code Chapter 9 Re: Ranked Choice Voting - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage. Passage 5-1-3 (Councilor Dion No) (Councilor Trevorrow, Pelletier & Phillips absent).

Mayor Snyder opened the floor to public comment. The following individuals spoke: Steven Scharff (Brackett Street), Councilor Rodriguez, Councilor Zarro.

ORDERS:

Order 31-23/24 Accepting Herron Road as a Public Easement and Utility Easement - Sponsored by the Sustainability & Transportation Committee, Andrew Zarro, Chair

Motion was made by Councilor Ali and seconded by Councilor Zarro for passage.

Passage 6-0-3 (Councilor Trevorrow, Pelletier, and Phillips absent)

Mayor Snyder opened the floor for Council comment. The following individuals spoke: Mayor Snyder, Danielle West (City Administrator), Michael Goldman (Corporation Counsel)

Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager

The item is a first read.

Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager

This item is a first read.

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Zarro to adjourn. Passage 6-0-3 (Councilor Trevorrow, Pelletier, & Phillips Absent) at 6:36pm.

A TRUE RECORD

Ashley Rand, City Clerk

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION RECOGNIZING SEPTEMBER 18 TO SEPTEMBER 24
AS DIAPER NEED AWARENESS WEEK 2023**

- WHEREAS,** diaper need is the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy and can adversely affect the health and well-being of babies, toddlers, and their families; and
- WHEREAS,** national surveys and research studies report a significant number of families struggles with diaper need, with many delaying changing a diaper to extend the available supply; and
- WHEREAS,** infants and toddlers go through six to 12 diapers each day during the two to three years they wear diapers; and
- WHEREAS,** diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86 percent during the COVID-19 Pandemic; and
- WHEREAS,** a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs that enable children to thrive and parents to work; and
- WHEREAS,** without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, resulting in medical costs, destabilizing a family's economic prospects and well-being; and
- WHEREAS,** Portland is proud to be home to trusted community-based organizations that distribute diapers through various channels; and
- WHEREAS,** the staff and volunteers at diaper banks continue to serve on the front lines of Portland's pandemic response by helping families in our communities weather the crisis while experiencing greatly increased demand for diapers due to the pandemic and economic shutdown; and
- WHEREAS,** the people of Portland recognize that diaper need is a public health issue, and that diaper banks play a critical role in supporting families and advancing our collective economic growth; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Kate Snyder, Mayor of the City of Portland, Maine and the members of the Portland City Council do hereby declare September 18 to 24, 2023 as Diaper Need Awareness Week in the city of Portland, and invite residents of Portland to thank the dedicated volunteers and staff of diaper banks for their meaningful service during this crisis, and to spread awareness of this important issue so that all of Portland's children and families can thrive and reach their full potential.

Signed and sealed this 18th day of September, 2023



**Kate Snyder, Mayor
City of Portland**

**PROCLAMATION
RECOGNIZING SEPTEMBER 30, 2023 AS THE
NATIONAL DAY OF REMEMBRANCE FOR U.S. INDIAN BOARDING SCHOOLS**

- WHEREAS,** the City of Portland stands in solidarity with Maine tribal, regional, state and national governments to recognize the traumatic and harmful history of Indian Boarding Schools; and
- WHEREAS,** in 2021, more than 1,200 potential unmarked graves were discovered at Indian Residential School sites in Canada in the provinces of British Columbia and Saskatchewan prompting the United States to consider its own painful history with Indian Boarding Schools; and
- WHEREAS,** the United States also enacted laws and implemented policies establishing and supporting Indian boarding schools across the nation, beginning with the Indian Civilization Act of 1819 and continuing over a century through the 1960s; and
- WHEREAS,** as a result of those laws, nearly 400 Native boarding schools were established and run by religious organizations or the U.S. government throughout the nation and the Pacific Northwest with over 70 native boarding schools still operating today; and
- WHEREAS,** the National Native American Boarding School Healing Coalition estimates that by 1926 nearly 83% of Native American children were forcibly removed from their homes, families and communities and placed in boarding schools nationwide; and
- WHEREAS,** the Maine Wabanaki-State Child Welfare Truth and Reconciliation Commission findings recognized the historical and ongoing cultural genocide of the Wabanaki people as a result of removal, displacement, and failure to recognize the sovereignty of the Maine tribal nations and the rights of their children; and
- WHEREAS,** on September 30, 2021 Congresswoman Sharice Davids, a member of the Ho-Chunk Nation, introduced H.R.5444 - Truth and Healing Commission on Indian Boarding School Policies Act in response to the discoveries made in the United States and Canada in previous years. This commission was intended to begin the process of investigating and analyzing the records from the 408 known Indian boarding schools.
- WHEREAS,** also on September 30, 2021, Senator Elizabeth Warren, introduced S.2907, a companion bill with the same title to further express support for the development of this Commission; and
- WHEREAS,** on May 11, 2022, the first volume of the Federal Indian Boarding School Initiative Investigative report was published by the Department of the Interior indicating that more than 50 burial sites had been discovered at United States Boarding School locations; and

WHEREAS, in her presentation of this volume to the public, Secretary of the Interior Debra Haaland, Laguna Pueblo, said *“The consequences of federal Indian boarding school policies — including the intergenerational trauma caused by the family separation and cultural eradication inflicted upon generations of children as young as 4 years old — are heartbreaking and undeniable”*;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate Snyder, Mayor of the City of Portland, and members of the City Council do hereby recognize September 30, 2023 as a Day of Remembrance for U.S. Indian Boarding Schools.

Signed and sealed this 18th day of September, 2023

A handwritten signature in blue ink that reads "Kate Snyder". The signature is fluid and cursive, with the first name "Kate" and last name "Snyder" clearly distinguishable.

**Kate Snyder, Mayor
City of Portland**

PROCLAMATION

RECOGNIZING SEPTEMBER 2023 AS AFRICAN HERITAGE MONTH

WHEREAS, it has been more than 400 years since the first Africans were involuntarily brought to the shores of the Americas; and

WHEREAS, the descendants of enslaved Africans in the United States of America are known as Black Americans, or African Americans, and have for generations called Portland home; and

WHEREAS, over the past several decades many people have migrated from the African continent to settle in Portland and throughout the United States, and the two communities together are known as Africans in Diaspora; and

WHEREAS, immigrant Americans of African heritage in the United States come from all regions in Africa and do not constitute a homogeneous group, including people from different national, linguistic, ethnic, racial, cultural, and social backgrounds; and

WHEREAS, the month of September is recognized as African Heritage Month in many parts of the United States; and

WHEREAS, members of the African Diaspora in Portland enrich the social fabric of our community and contribute significantly to the education, economy, and social vitality of this city; and

WHEREAS, African Heritage Month is an opportunity to support and celebrate the culture and heritage of the African Diaspora by increasing the visibility of this vibrant community in Portland; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize September 2023 as African Heritage Month and encourage the residents of Portland to appreciate and engage with our neighbors in the African Diaspora this month and every month.

Signed and sealed this 18th day of September, 2023



**Kate Snyder, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION
RECOGNIZING ROSH HASHANAH AND YOM KIPPUR**

- WHEREAS,** the City of Portland thrives on the rich tapestry of its diverse citizens, and celebrates the valuable contributions from individuals of every religious, cultural, and ethnic background; and
- WHEREAS,** this September, the Jewish community observes Rosh Hashanah and Yom Kippur, significant occasions marking introspection, renewal, and the onset of the Jewish New Year; and
- WHEREAS,** Portland is home to a thriving Jewish community, including a number of Jewish organizations and, according to the 2007 Jewish Community Study, a population of approximately 8,000 Jews; and
- WHEREAS,** we must recognize and address the ongoing challenges faced by the Jewish community, including prejudice, antisemitism, and targeted hate crimes; and
- WHEREAS,** it remains the duty of every Portland citizen to actively counter prejudice, bigotry, and hatred by promoting education, understanding, and inclusivity, as well as to foster relationships within the community based on mutual respect, collaboration, and open dialogue; and
- WHEREAS,** in these times, public displays of support for our Jewish neighbors are not just symbolic, but imperative, as we collectively seek to eliminate prejudice and foster a community of acceptance and mutual respect; and
- NOW, THEREFORE, BE IT RESOLVED,** that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize and celebrate Rosh Hashanah and Yom Kippur in the City of Portland, Maine, and further commend our Jewish neighbors for their contributions to our city.

Signed and sealed this 3rd day of Tishrei, 5784



**Kate Snyder, Mayor
City of Portland**

MEMORANDUM
City Council Agenda Item

FROM: Rusty Groh
DATE: September 7, 2023
SUBJECT: Order 36-23/24 Declaring October 1, 2023 the 32nd Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle West; City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/18/2023

Final Action 9/18/2023

Can action be taken at a later date: No Organizer needs event approval for planning purposes.

Does this item involve a new contract with the City: No

PRESENTATION: Andrew J Downs; Director of Public Assembly Facilities will be available to answer any questions.

I. SUMMARY

Order Declaring October 1, 2023 the 32nd Annual Maine Marathon, Half Marathon & Relay Festival

II. AGENDA DESCRIPTION

This will be the 32nd running of the Maine Marathon. The number of registered runners this year is expected to reach 3,500, with approximately 800 anticipated spectators lining much of the sidewalks, parks and pathways along the race route.

The race will take runners from Baxter Boulevard, to Washington Avenue onto Veranda Street, continuing on Route 1 and crossing over Martin's Point Bridge into Falmouth and back. Runners will both start and finish at Baxter Boulevard extension.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

This is the 32nd year that the Maine Marathon Committee has organized and held this event.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council to declare the 32nd Annual Maine Marathon on Sunday October 1st

V. FINANCIAL IMPACT

All City fees, permit fees and equipment usage fees will be paid by the organizer.

VI. STAFF ANALYSIS AND BACKGROUND

The Public Assembly Facilities Division has worked with the organizers on this event in the past and we are confident in their ability to host this festival.

VII. RECOMMENDATION

It is recommended that this order be declared.

VIII. LIST ATTACHMENTS

1. Maine Marathon 2023 9.18.2023
2. 2023 Maine Marathon 1

3. 2023 Maine Marathon 2

Prepared by:

Rusty Groh

Date: 09/07/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DECLARING OCTOBER 1, 2023 THE
32ND ANNUAL MAINE MARATHON, HALF MARATHON &
RELAY FESTIVAL**

ORDERED, that October 1, 2023 from 5:00 a.m. to 5:00 p.m. is hereby declared to be the 32nd Annual Maine Marathon, Half Marathon & Relay Festival, sponsored by the Maine Marathon Committee; and

BE IT FURTHER ORDERED, that the 32nd Annual Maine Marathon, Half Marathon & Relay Festival area shall be Baxter Boulevard Extension from Forest Avenue to Preble Street, Baxter Boulevard, the Back Cove Trail, and Payson Park; and

BE IT FURTHER ORDERED, that during the 32nd Annual Maine Marathon, Half Marathon & Relay Festival the following streets shall be closed to traffic at the following times:

Preble Street Extension from Forest Avenue to Hannaford driveway: 5:00 a.m. to 4:00 p.m.;

Baxter Boulevard Extension from Forest Avenue to Preble Street: 5:00 a.m. to 4:00 p.m.;

Baxter Boulevard (from Preble Street Extension to Bates Street/Washington Avenue 5:00 a.m. to 3:00 p.m.;

Preble Street from Forest Avenue to Baxter Boulevard: 5:00 a.m. to 3:00 p.m.;
and

Payson Park Roads including the West Kidder Street and Fernald Street entrances from Washington Avenue: 5:00 a.m. to 3:00 p.m.; 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 32nd Annual Maine Marathon, Half Marathon & Relay Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that admission to run in the races of the 32nd Annual Maine Marathon, Half Marathon & Relay Festival inside the Festival Area shall be charged by the Maine Marathon Committee; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to the Maine Marathon Committee 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 Marathon Committee 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 Marathon Committee 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 Marathon Committee shall be responsible for all fees for a permit issued from the Public Assembly Facilities Division, as well as for fees for city licenses and the cost of assistance from city staff. 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 Marathon Committee shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the Maine Marathon, Half Marathon & Relay Festival;
5. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and concert licenses for the Festival to those vendors the Maine Marathon Committee has agreed shall participate;
6. The route of the course is subject to change, depending on construction projects along the course and police recommendations leading up to the race; 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.



**TIER III / SPECIAL EVENT
PUBLIC PARK AND SPACE**



AREA IMPACT STUDY
City Council Review

TODAY'S DATE	8/29/23	ORGANIZATION NAME	Maine Marathon		
ADDRESS (Street/City/State/Zip)	PO Box 10836 Portland, ME 04104				
CONTACT NAME(S)	Bob Dunfey		TITLE(S)	Volunteer Race Director	
PHONE	207-475-5656	PHONE		PHONE	
EMAIL	mainemarathon@gmail.com	EMAIL		EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	Pedro Field and Winslow Park		
EVENT DAY(S) & DATE(S)	Sunday, October 1, 2023	RAIN DAY(S) & DATE(S) (50% added fee)	N/A
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	6 AM (with some setup on Fri and Sat) until 5 PM	EVENT START & END TIME	6 AM – 3 PM, Races all start at 7:45 AM

EVENT NAME	EVENT CLASSIFICATION Road Race, Parade, Public Assembly, Music Festival	EXPECTED ATTENDANCE
Gorham Savings Bank Maine Marathon, Half Marathon and Relay	Road Race	3,500 runners, 900 volunteers and hundreds of spectators

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit

1. Description of event. Description of event and event history so that all departments may better understand your event request. Founded in 1979, the Gorham Savings Bank Maine Marathon, Half Marathon and Marathon Relay is one of New England's longest running marathon events. Wrapping around Portland's Back Cove neighborhood and up the scenic Maine coast to Yarmouth, this out-and-back course is known for its rolling hills, peak fall foliage and stunning views of Portland and the Atlantic Ocean.

Beyond the beautiful scenery, the Maine Marathon is known for its amazing people. There are bands, entertainers and enthusiastic fans who line the course to cheer on runners of all levels. The all-volunteer staff – led by the dedicated members of the Maine Track Club – has earned a reputation for organizing and executing one of the most well-run events in the country.

This nonprofit race donates roughly 40% of its gross revenue to charity, your participation helps some great causes. Last year the event raised over \$517,000 including fund by charity fundraising runners. Almost \$6.4 million has been raised since 1997. This year the primary beneficiaries are Maine Children Cancer Program, The Ecology School, YMCA Camp of Maine and Veggies to Table.

The race is comprised of three unique events, marathon, half marathon and relay. Each event start and finish along Baxter Boulevard in Portland's scenic Back Cove.

2. Permits. Include all applicable permits from all pertinent city departments.(Fire,Police,City clerk...)

License Type	Date of application/Request	Approval - YES/NO/IN REVIEW
Street Goods Vendor License(s) To sell non-food items (like T-shirts, crafts, cd's, etc.)?		X
Liquor License	9/5/23	
Temporary Tent/Stage Permit	9/5/23	
Temporary Food Service License		X
Police Assistance	Yes	
Emergency/Fire Assistance	Yes	
Entertainment License(amplified sound)	9/5/23	
Parking/Street Closure Assistance	Yes	

2. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans...
(Downloadable format)

Attached

3. Event components. Event time frame, sound levels, neighborhood impacts, road closures, security/police, EMS services.
(Downloadable format)

The 3 races have the same start time: 7:45am. There is an early start time of 6am for about 50 slower runners and possibly 25 National Guardsmen and women.

Baxter Blvd and Payson Park closed to vehicles: 5am – 2pm.

Preble Street (from Hannaford to Baxter) closed.

The section of street (Baxter Blvd) between Pedro Field and Hannaford Entrance is the Start Finish Line area and where several tents, refreshments, music will be.

Route: start line: Baxter Blvd + Preble St. intersection, runners head north on Blvd., turn left onto Bates St., continue across Washington Ave. and onto Veranda Street, continuing on down across Martin's Point Bridge and into Falmouth/Yarmouth. Runners then return via Rt. One, Martin's Point Bridge, and Veranda Street, but then turn right onto Sherwood Street, then cross over Presumpscot St., then take a left onto East Kidder St., then cross over Washington Ave., continue on West Kidder St., and then veer left down into Payson Park, take a right onto East

Entrance, then when reaching Baxter Blvd., take a right back onto Baxter Blvd., continuing around the cove, finishing on Baxter Blvd. beside Pedro Field.

More Detailed list: During the Maine Marathon / Relay and Half Marathon, streets listed below will be closed to vehicular traffic, Sunday, October 2, 2022:

Preble Street Ext (From Forest Ave. to Hannaford driveway.) – 5am – 4pm,

Baxter Blvd. Ext. (From Forest Avenue to Preble Street) – 5am to 4pm,

Baxter Blvd. (From Preble Street Ext. to Bates Street/Washington Avenue) – 5am to 3pm,

Payson Park roads (including West Kidder Street, Fernald Street entrances into Payson Park, from Washington Avenue) – 5am to 3pm.



**TIER III / SPECIAL EVENT
PUBLIC PARK AND SPACE**
City of Portland, Public Assembly Facilities Division
221 Canco Road Suite A
Portland, Maine 04103
207-808-5434
Rusty Groh - rgroh@portlandmaine.gov



**TIER III APPLICATION FEE \$50.00
EXPECTED ATTENDANCE 2000+**

PAYMENT MUST BE MADE WHEN SUBMITTING COMPLETED APPLICATION

(This is a transferable/non-refundable fee. If your event is permitted, the \$50.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, 3) insurance required and 4) Area Impact Study. There may be fees due and applications required from other City Departments.

[PLEASE REVIEW THE SPECIAL EVENTS GUIDE FOR ADDITIONAL QUESTIONS](#)

TODAY'S DATE		8/29/23		ORGANIZATION NAME		Maine Marathon	
ADDRESS (Street/City/State/Zip)		PO Box 10836, Portland, ME 04104					
CONTACT NAME(S)				TITLE(S)			
PHONE	Bob Dunfey 207-475-5656 Bob Aube 207-650-2939 Peter King 207-415-4132 Greg Lull 207-653-3474			PHONE			PHONE
EMAIL	mainemarathon@gmail.com bobaube@mainetrackclub.com pcking207@gmail.com glull@maine.rr.com			EMAIL			EMAIL

PARK AREA / PUBLIC SPACE REQUESTED		Baxter Blvd, Payson Park and Portland streets	
EVENT DAY(S) & DATE(S)	Sunday, October 1, 2023	RAIN DAY(S) & DATE(S) (50% added fee)	N/A Gorham Savings Bank Maine Marathon, Half Marathon and Relay
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	6 AM (with some setup on Fri and Sat) until 5 PM	EVENT START & END TIME	6 AM – 3 PM, Races all start at 7:45 AM

EVENT NAME	EVENT CLASSIFICATION Road Race, Parade, Public Assembly, Music Festival	EXPECTED ATTENDANCE
Gorham Savings Bank Maine Marathon, Half Marathon and Relay	Road Race	3,500 runners, 900 volunteers and hundreds of spectators

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit and please describe the event in detail using the **AREA IMPACT STUDY(AIS) CHECKLIST**

The 3 races have the same start time: 7:45am. There is an early start time of 6am for about 50 slower runners and possibly 25 National Guardsmen and women.

Baxter Blvd and Payson Park closed to vehicles: 5am – 2pm.

Preble Street (from Hannaford to Baxter) closed.

The section of street (Baxter Blvd) between Pedro Field and Hannaford Entrance is the Start Finish Line area and where several tents, refreshments, music will be.

Route: start line: Baxter Blvd + Preble St. intersection, runners head north on Blvd., turn left onto Bates St., continue across Washington Ave. and onto Veranda Street, continuing on down across Martin's Point Bridge and into Falmouth/Yarmouth. Runners then return via Rt. One, Martin's Point Bridge, and Veranda Street, but then turn right onto Sherwood Street, then cross over Presumpscot St., then take a left onto East Kidder St., then cross over Washington Ave., continue on West Kidder St., and then veer left down into Payson Park, take a right onto East Entrance, then when reaching Baxter Blvd., take a right back onto Baxter Blvd., continuing around the cove, finishing on Baxter Blvd. beside Pedro Field.

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Payson Park roads (including West Kidder Street, Fernald Street entrances into Payson Park, from Washington Avenue) – 5am to 3pm.

Facebook:

https://www.facebook.com/mainemarathon/?eid=ARCp9R0uyiHE1EVd2KxmdNfgwakH7oqA_KkvbSmq-L5QYSkiUZUu_1LiWpmhS5hUNU8widXCVUvTYz_9

Instagram: <https://www.instagram.com/stories/mainemarathon/>

AIS CHECKLIST

COMPLETED

1. Description of event. Brief description of event and event history so that all departments may better understand your event request. (Downloadable format)	
2. Permits. Include all applicable permits from all pertinent city departments.(Fire,Police,City clerk...)	
3. Detailed site plans. Include maps of venue, parade and course routes, parking/shuttle plans, evacuation plans... (Downloadable format)	
4. Event components. Event time frame, sound levels, neighborhood impacts, road closures, security/police, EMS services. (Downloadable format)	

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?

Please check: ____ Yes ____ FEE ____ Optional ____ PLEDGES

IF YES FOR FEES, HOW MUCH?

FEE	\$50 - 200
STUDENT FEE	\$ N/A

PLEASE CHECK OFF AND ANSWER:

Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.				
		X-YES	X-NO	AIS
*	Are you setting up a canopy(s)? (10'x10' size or smaller) How many?	X - several		
*	Do you wish to set up a tent(s) and/or stage(s)? A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 207-874-8703 for more information. PLEASE apply at least 2-weeks before your event. Tent/Stage Size(s): Exact Location(s) of Tent/Stage Placement Requested:	(2) 20X40, (1) 20X20, (1) 10x20 on Pedro		Permit Required Include on Site Plan

	*** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***	Field, (1) 20X40 on Winslow Park and (1) 20x50 on Portland Housing parking lot		
*	Will you be setting up tables and/or chairs ? How many tables: chairs:	132 chairs, 95 tables		Include on Site Plan
*	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 INFLAT ABLE ARCH AT START/ FINISH LINE ON BAXTE R BLVD		Include on Site Plan
*	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 the Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (207-874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.	X FOOD TRUC KS Totall y Aweso me Vegan PB& ME Vagab ond Coffee Pink Waffle Lucky Lou and Lukes Lobste r		License Required Include on Site Plan
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557) – 2 week notice. List items you wish to sell:		X	License Required Include on Site Plan
*	Do you wish to sell or provide Alcohol ? If yes , you must complete the application for a Liquor License specific to your event through the State of Maine and submit the application to the City of Portland Business office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email- MaineLiquor@maine.gov .	X		License Required
*	Are you setting up a PA (sound) system? Are you planning on having Amplified Music? Band? DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a	X PA System on site		License Required Include on Site Plan &

	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.	at Start/Finish Line (and other areas along the race course) Organizer will keep volume levels down so that neighbors are not disturbed. AND ACUSTIC GUITAR PLAYER IN WINSLOW PARK		Event Components
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	X BAXTER BLVD. (PEDRO FIELD) PAYSON PARK (BASKETBALL COURT + BLVD)		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters ? How many? 30 "No Parking" signs may be purchased at the 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/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (207-874-8493).	80+ BARRICADES, Detour Signs, Road	No vests; we provide our own	

		Closed Signs used, 10 Cones used at Ocean Ave. Turnin g Lane 10 Cones used at Forest Ave. Turnin g Lane		
*	Will your event require street closures ? Will your event affect METRO BUS ROUTES ? (Please be specific under "Description of Event")	X WILL CONTA CT METRO BUS		Include on Event Components
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please visit: https://portlandmaine-portal.app.transform.civicplus.com/forms/26740	X		Required
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 207-874-8400.	X		Required
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 207-874-8910 well in advance to arrange.		X	
*	Will your event require portable-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic. 1 unit/50 people when serving alcohol 1 unit/75 people with no alcohol	X		Include on Site Plan
*	Will your event require waste management and recycling? What is the waste management plan?	Individuals will place any waste on green team tables where volunteers will separate trash, recycling and compost		Include on Site Plan & Event Components
	For events where more than two thousand (2,000) individuals anticipated to gather or participate in the event or activity in the park, the permittee shall provide a bond in the form of cash, certified check or surety bond from a surety company qualified to do business in the State of Maine in an amount of not less than two thousand dollars (\$2,000.00). Such a bond shall be utilized to guarantee cleanup of the area and shall be applied against claims by the city for excessive damage to real or personal property in the park.			Required

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance?	X		Required
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(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.)			
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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 rgroh@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

EVENT REVIEW

The PAFD Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receive City Council approval.

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. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

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 are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) 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 the organizer, then no additional user fee is assessed. Porta-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, the 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 the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way.
DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees.
Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used.
If markings remain for more than a few rain storms, event organizers are responsible for removing them.
If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials.
You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable).
Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used this may need to be approved by the Portland Fire Department. Please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

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

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$20 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 will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). Please make sure signs are removed once the event is complete.

FIREWORKS

Organizers wishing to have fireworks as part of their event must contact the Portland Fire Department directly. Permits will need to be obtained through the Portland Fire Department, the State of Maine and possibly through the US Coast Guard.

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, marijuana, 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. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office. If the Police Dept./City Staff receive noise complaints, they will respond accordingly. Please set the PA System up with speakers facing away from businesses/residences to lessen impact. Please keep volume levels low out of consideration for nearby residents and businesses. The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the entertainment license (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Events must be canceled with PAFD prior to the event date in order to be eligible for a refund. If canceled within 2 weeks of the scheduled event date, a \$75 cancellation fee may be charged.

NOTIFICATION

Please keep a copy of your event permit on site at all times. City staff may require proof of permit. If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574.. You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event. Please call Portland Police Dept. (874-8574) on the day of your event to remind them it is taking place. Please notify any nearby neighborhoods, businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION

Should an event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If an event impacts METRO Buses, the organizer (in advance) must discuss detour plans with Parks Rec and Facilities..

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.
- ♦ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	BD	DATE	8/29/23
---	----------------------	-----------	-------------	----------------

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	BD	DATE	8/29/23
--	---------------	----	------	---------

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.

PLEASE RETURN FORM AT LEAST 60 DAYS IN ADVANCE TO:

♦ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: rgroh@portlandmaine.gov

FEE SCHEDULE – UPDATED JULY 1, 2019

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): \$75/hour	Electricity (activation/deactivation) Fee: \$40/flat
Event with registration or pledges & attendance 25 - 300: \$125/hr	Porta Restroom User Fee (if attendance is 150+): \$25
Event with registration or pledges & attendance 301+: \$225/hr	Entertainment License: \$50
Film/Photo Shoot: \$150/day	Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit
Public Space/Park Security Deposit: \$100 - \$1000	Bike Racks: \$10/ea. Rental Fee + \$25/ea. Security Deposit
Sound Security Deposit: \$100 - \$1,000	Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit
Impact/Street Closure Fee (variable based on impact): \$100-\$500	Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit
Staff Fee (on site event support): \$37/hour	Safety Vests: \$15/ea. Security Deposit
Administrative Fee (event coordination support): \$40/hour or more	Keys: \$50/ea. Security Deposit
Reserved Parking: \$25 each space	Equipment Delivery Fee: \$100 or more
Cancellation Fee: \$75	Fortification Fee: TBD

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

Permit Fee for use of area:	\$	Entertainment License Fee:	\$
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$
Staff Fee (on site event support):	\$	Public Space / Park / Sound Security Deposit:	\$
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$
Electricity Fee (activation/deactivation):	\$	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

CITY OF PORTLAND ACCEPTS CASH, CHECK, MONEY ORDER AND CREDIT / DEBIT CARDS FOR PAYMENT

Checks should be made payable to City of Portland
There will be a 2.65% processing fee added to all Debit / Credit Card transactions.

FOR OFFICE USE ONLY

APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	

Merchandise –Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)? If so, please apply for a **Street Goods Vendor License(s)** at the Business Licensing Office (207-874-8557)
<https://content.civicplus.com/api/assets/9ef5d795-ac26-4794-9e38-c2f0bb9c9f04?cache=1800>

Tents/Stages –Do you wish to set up a **tent(s)** and/or **stage(s)**? A canopy/tent or stage larger than 10'x10' needs a **Temporary Tent or Stage Permit** issued by Building Inspections
<https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8>

Alcohol sales –Do you wish to sell **alcohol**? You must complete the application for a **Liquor License** specific to your event through the State of Maine and submit the application to the City of Portland Business Licensing office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email-MaineLiquor@maine.gov. <https://www.maine.gov/dafs/bablo/liquor-licensing/license-and-permit-applications>

Food Sales - Will there be food vendors? If so, you must apply for a **Temporary Food Service License** from the Business Licensing Office. <https://content.civicplus.com/api/assets/12f35a2a-e2a4-4d87-bf05-9ec89545e996?cache=1800>

Police - Will your event require **Police** assistance? <https://portlandmaine-portal.app.transform.civicplus.com/forms/26740>

Fire/EMS - Will your event require **Fire/EMS** assistance? Email Fire Department - fireprevention@portlandmaine.gov



**PORTLAND MAINE
CUMBERLAND COUNTY HOME
CONSORTIUM**

**CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT
2022-2023**

City of Portland, Maine
Housing and Economic Development Department
Housing and Community Development Division
389 Congress Street, Room 312 and 313
Portland, ME 04101
www.portlandmaine.gov

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Attachments:

1. Cover Page and Table of Contents
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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Portland placed needs, goals, and priorities into four categories: Addressing the Needs of the Growing Homeless Population; Housing Availability; Economic Opportunity; and Neighborhood Investment and Infrastructure. These four categories guide the projects in the Consolidated Plan and Annual Action Plans and are based on HUD-provided data, independent research, community outreach, consultation with agencies and service providers, and established goals and priorities of the City of Portland and the Cumberland County HOME Consortium. In 2022, the City saw significant momentum on several construction projects including affordable housing and infrastructure improvements. The City also served its most vulnerable populations by supporting CDBG subrecipients who provided basic needs such as shelter, food, peer support, and other necessary services. Most subrecipients met or exceeded their client and unit of service goals for the year, demonstrating the ongoing and increasing need for these services. CDBG-CV funds were administered during PY2022 to projects and activities used to prepare, prevent, or respond to the COVID-19 pandemic. Activities funded through the CV funding exceeded program goals, reaching an extraordinary amount of people and providing critical services to those in need. All projects and activities funded during PY2022 were selected in order to help address a need in one of the four categories. Most activities were successful in meeting their goals, with some exceeding their goals. Activities addressing the needs of the unhoused and refugee populations, such as Hope Acts, substantially exceeded their goals, along with Catherine Morrill Day Nursery Portland Child Care Voucher Collaborative, and Preble Street Emergency Food Program. Those providing services in congregate settings often meet their goals despite balancing staffing challenges and various state and local mandates. For many activities, even if the unit of service goal was not met, the number of new clients drastically exceeded their goals. Another challenge cited by public service providers has been the housing crisis, which made it difficult to continue to house individuals in shelters. The City's housing production goal for 2022 was 256 units. The actual number of units approved by the Planning Board during 2022 totaled 322 units within 14 new multi-family housing development projects. One project would create 63 units of rental housing for families of which 46 units would be available at or below 60% AMI; one project would create 62 units of housing at or below 100% AMI; the remaining twelve projects would create a total of 197 market rate units, and one project would contribute \$649,356 as a fee-in-lieu of creating affordable housing. Three of these projects are currently under construction. Although the table below lists only the accomplishments directly related to the 2022-2023 program year, there were several notable accomplishments from previously awarded activities. The HOME program supported an additional 50 affordable and 14 market rate units within the region and helped 51 individuals with rental assistance. CDBG-CV funding supported 64,710 individuals through public infrastructure activities, provided 5,424 individuals with basic needs such as food, assisted 45 businesses, and helped create greater economic

opportunity for 15 families by providing summer childcare and 30 families by providing year-round childcare. The CDBG program also had a number of accomplishments. Two homeowners were given critical support to remain in their homes, and individuals city-wide benefited from six completed sidewalk, park, and accessibility infrastructure activities. One nonprofit completed a rehabilitation project to provide safer services to 94 families, and 9 assisted businesses created 14 jobs.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	39125	8572	21.91%	5575	8572	153.76%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	1750	545	31.14%	325	545	167.69%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	15	0	0.00%	0	0	

Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$	Homelessness Prevention	Persons Assisted	500	0	0.00%	100	0	0.00%
Addressing Needs of Growing Homeless Population	Homeless	CDBG: \$ / ESG: \$	Housing for Homeless added	Household Housing Unit	5	0	0.00%			
Economic Opportunity	Non-Housing Community Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		46	0	0.00%
Economic Opportunity	Non-Housing Community Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1186	0	0.00%	20	0	0.00%
Economic Opportunity	Non-Housing Community Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Jobs created/retained	Jobs	50	0	0.00%			
Economic Opportunity	Non-Housing Community Development	CDBG: \$ / Section 108: \$ / Cotton St: \$	Businesses assisted	Businesses Assisted	35	6	17.14%	6	6	100.00%

CAPER

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Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	60	0	0.00%	9	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Brownfield acres remediated	Acre	1	0	0.00%			

CAPER

4

Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Rental units constructed	Household Housing Unit	75	0	0.00%	25	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Rental units rehabilitated	Household Housing Unit	25	0	0.00%	7	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			

CAPER

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Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Homeowner Housing Rehabilitated	Household Housing Unit	2	0	0.00%	5	0	0.00%
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Direct Financial Assistance to Homebuyers	Households Assisted	1	0	0.00%			
Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	480	0	0.00%	97	0	0.00%

CAPER

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Housing Availability	Affordable Housing Public Housing	CDBG: \$ / HOME: \$ / Housing Trust Fund: \$ / HOME-ARP: \$ / Lead-Safe PI: \$	Buildings Demolished	Buildings	1	0	0.00%	1	0	0.00%
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8000	0	0.00%	12610	0	0.00%
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20000	64710	323.55%	4000	64710	1,617.75%
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Facade treatment/business building rehabilitation	Business	5	0	0.00%			
Neighborhood Investment and Infrastructure	Non-Housing Community Development	CDBG: \$ / TIF: \$	Buildings Demolished	Buildings	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

CDBG funds were directly used to address the priority and specific objectives identified in the 5 year consolidated plan and Year 1 Annual Action Plan. As mentioned above, all of the CDBG activities funded in program year 2022 addressed at least one need, goal, and priority in our community. All the planning/administration and public service projects were completed within the program year. These included Catherine Morrill Day Nursery Child Care Voucher Program; Community Policing; Through These Doors; Hope Acts; Milestone Foundation HOME Team; Preble Street's Florence House Women's Shelter, Food Programs, and Teen Shelter; Furniture Friends Basic Needs Expansion; Greater Portland Family Promise; Amistad Mobile Day Space; and Wayside Food Programs.

CDBG funds are administered through a competitive application process; with limited funding, several programs are often unable to be funded. CDBG-CV funds were able to fund several programs that, without this allocation, would not have been able to be funded. These activities include critical programming such as the Amistad Mobile Day Space; Preble St. Food Programs, Catherine Morrill Day Nursery Vouchers. While these activities directly related to responding to the COVID-19 pandemic, they also met the City's identified goals and objectives in the consolidated plan.

One of the largest priority activities identified by the City has been addressing the needs of the growing homeless population. Both PY2022 and CDBG-CV funds were programmed to address this need, providing a critical financial lifeline to the organizations, service providers working to end homelessness during a global pandemic. Activities such as the Preble Street Shelter and Food Programs and Hope Acts exceeded both their unit and client goal.

Additionally, one 13-unit project utilizing HOME funding was completed for individuals and families earning less than 50% AMI.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	7,924	65	20
Black or African American	5,948	24	287
Asian	188	2	0
American Indian or American Native	113	0	0
Native Hawaiian or Other Pacific Islander	22	0	0
Total	14,195	91	307
Hispanic	703	5	1
Not Hispanic	13,492	86	306

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to the 2020 ACS 5-Year Estimate, the City of Portland is 83.6% white, 8.6% Black/ African-American, 3.9% Asian, and 3.9% of all other races/multiracial. The CDBG program served 55.8% white, 41.9% African American, 1.3 % Asian, 0.07% American Indian or American Native, and 0.15% Native Hawaiian or Other Pacific Islander individuals. The higher percentage of Black and African-American individuals served by the CDBG program, compared to the City makeup, is due to several CDBG programs that target Portland's immigrant and refugee populations, most of whom are coming from central and northern African nations.

The HOME program serves all of Cumberland County. According to the 2020 ACS 5-Year Estimates, 91% of Cumberland County residents are white, 3% are black/African American, 2% are Asian, and 4% are other races/multiracial. Similar to the CDBG program, the HOME program serves a larger percentage of Black/African-American individuals than the general makeup for Cumberland County, with 71.4% white, 26.3% Black/African-American, and 2.2% Asian individuals assisted. The HOME program assisted no individuals who identified as Native American or Native Hawaiians/Other Pacific Islanders.

For ESG, this information is included in the SAGE CAPER. Similar to CDBG, the higher percentage of Black and African-American individuals served by the ESG program, compared to the City makeup, consists of Portland's immigrant and refugee new arrivals, most of whom are coming from central and northern African nations.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,036,603	1,862,722
HOME	public - federal	1,318,552	1,686,581
ESG	public - federal	163,813	150,342
Housing Trust Fund	public - local	2,172,194	1,141,193
Section 108	public - federal	0	0
Other	public - federal	185,397	150,000
Other	public - local	185,397	150,000

Table 3 - Resources Made Available

Narrative

No changes were made to default values on this table. Expended amounts include projects that were awarded funds in a different program year, but expended those funds during the 2022 program year. In addition to the table above, amounts were expended in CDBG-CV (\$354,517.91) and ESG-CV (\$213,519.27) funding for activities supporting individuals experiencing homelessness.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Neighborhoods	21	3	Districts 1, 2 and portions of district 3 on the Portland Peninsula.
Cumberland County	19	0	All of Cumberland County
Eligible Census Tracts	2	7	Any census tract where more than 51% of the residents are below 80% of the AMI.
PORTLAND, MAINE	58	89	The boundaries of the City of Portland

Table 4 – Identify the geographic distribution and location of investments

Narrative

Many of the CDBG public services provided services to the City's growing homeless population; therefore, these activities are categorized as serving Portland rather than a specific area, resulting in higher percentages for Portland and lower for target neighborhoods and eligible census tracts. Additionally, infrastructure and construction activities have two years (which can be extended if necessary) to complete their projects. These projects often fall within a target neighborhood or eligible census tract and will be reported on future CAPERs. Some CDBG construction projects from previous

years have been delayed due to fluctuating costs and staffing issues. Cumberland County projects will be funded with HOME; accomplishments are recorded when the projects are complete. As projects are completed, it is expected that the numbers will match closely within program years.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City's Housing Investment Policy requires an annual review of program priorities that includes the type and location of housing, and an analysis of tax acquired or City-owned property that may be a development resource. In 2022, the City Council voted to approve the Purchase and Sale Agreement on a city-owned property (622 Auburn/0 Gray Road) and amended the Purchase and Sale Agreement for city-owned property at 165 Lambert Street. These projects will create 162 units of residential housing in projects that include townhouses, row houses, multiplexes, and limited equity cooperative units. Forty-two units (equal to 25% of the total units) would be deed-restricted for affordability at 80% AMI; and one hundred twenty-three units (equal to 70% of the total units) will be deed-restricted for affordability at 100% AMI. A fourth formerly city-owned property (45 Dougherty) received City Council approval of affordable housing tax increment financing. This project would bring 63 rental units including 46 units at or below 60% AMI and 17 market rate units. The fifth formerly city-owned property (43 Douglass) would create 20 townhouse units affordable at 100% AMI, and 42 rental units with affordability levels at 100% AMI (33 units) and up to 50% AMI (9 units).

CDBG is highly leveraged. Year 1 of the Consolidated Plan leveraged over \$4,000,000 from the CDBG investment of \$1,948,754. Emergency Solution Grant funding is equally matched dollar for dollar. For every dollar expended from federal resources an equal match was spent from City funds through housing assistance provided through the General Assistance. HOME match is generated by housing assistance provided by the City through General Assistance (less amount used as match for ESG). Locally, the City of Portland leverages local Jill C. Duson Housing Trust Fund dollars in the Affordable Housing Development Program. Additionally, the affordable housing development projects may use affordable housing tax-increment financing, low-income housing tax credits, Maine State Housing Authority funding, and private development fund resources.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	49,631,889
2. Match contributed during current Federal fiscal year	0

Fiscal Year Summary – HOME Match	
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	49,631,889
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	49,631,889

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
0	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
581,220	83,577	89,016	72,822	575,782

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	246,046	0	0	0	0	246,046
Number	1	0	0	0	0	1
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	246,046	0	246,046			
Number	1	0	1			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	425	51
Number of Non-Homeless households to be provided affordable housing units	100	2
Number of Special-Needs households to be provided affordable housing units	0	0
Total	525	53

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	97	51
Number of households supported through The Production of New Units	25	2
Number of households supported through Rehab of Existing Units	20	0
Number of households supported through Acquisition of Existing Units	0	0
Total	142	53

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

FY2022 was a particularly difficult year for developers. Several approved projects and projects currently under construction have experienced delays in completion due to rising construction costs, staffing challenges, and supply chain issues. Rental assistance numbers are lower than expected due to difficulty in finding units and timing of when the TBRA activity was completed in IDIS.

Discuss how these outcomes will impact future annual action plans.

We are in the process of creating procedures to regularly check in with projects about construction completion dates. Despite the complicated construction market, we are seeing increased interest in and requests for funding for new affordable housing projects. Because the need in our community is greater than the funding available, we will need to carefully assess our priorities and goals in future annual action plans to ensure we are meeting the most pressing needs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	11,714	53
Low-income	2,217	0
Moderate-income	99	0
Total	14,030	53

Table 13 – Number of Households Served

Narrative Information

CDBG Actual encompasses both CDBG and CDBG-CV activities including child care, homeless services, and rehabilitation. These numbers reflect only those activities where income data was collected and does not include any area benefit activities. HOME activities include 51 individuals assisted with Tenant-Based Rental Assistance and two HOME units created for extremely low-income individuals.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Portland continues to be a leader in responding to the needs of people experiencing homelessness. The City's Health & Human Services Dept. operates the Oxford Street Shelter (OSS), the Family Shelter and supports various Community Overflow spaces. This year the City was proud to open a brand-new purpose-built Homeless Services Center (HSC), that replaced OSS. The HSC is a 53,000 Sq. ft facility that offers accommodations to 208 individuals per night with wrap around services available. The HSC serves meals onsite, guest laundry is available, each guest has 24/7 access to a storage locker. The dorms include 4 ft half wall quads to promote social distancing and each bed has an outlet with charging station. Embedded into the HSC is a fully functional Federal Qualified Health Clinic operated by GPH that also includes dental services. Our shelter programs provide a safe haven on a temporary basis for Portland's homeless population and promote rapid re-stabilization and the achievement of permanent housing. The City meets the HUD recommendation for a centralized or coordinated homeless assessment and intake process that includes a comprehensive and standardized assessment process with a client centered plan focused on locating and retaining housing. This work begins with our Prevention and Diversion team located on peninsula at the Social Services Hub at 39 Forest Avenue. This approach continues to reflect our belief that early intervention and immediate connection to housing and casework services can make a difference in reducing the number and length of homeless occurrences. Our model's more focused effort and increased resources to assist those in the shelter with the longest lengths of stay leads to permanent housing and ultimately to self-sufficiency which results in an overall reduction in the need for emergency shelter. The Prevention and Diversion team assists each new client through the Intake Process; a new client is any person who has never been to the shelter or who has been away for more than 90 consecutive days. During intake staff conducts several tasks, including assessing the client for vulnerability using the Maine Navigator Services Eligibility Assessment Decision Assistance Tool (NavSEA). The Intake Worker or Housing Counselor will then make a referral to community mental health services for diagnostic assessment, as needed, in order to help the person gain housing and access to community resources such as housing subsidies and mental health or recover treatment and/or counseling. The Family Shelter serves as a default Welcome House for New Mainers. New Mainers often arrive in Maine without resources or housing, speaking limited to no English. New Mainers initially present themselves to the Family Shelter as homeless. In PY22 over 96% of individuals served by the Family Shelter are migrants or asylum seekers. Asylum seekers present from a variety of nations, but the majority of New Mainers we see are from Angola, the Democratic Republic of Congo, Republic of Congo, and Haiti. The City experienced an uptick in the number of families arriving from the Southern Border as a result in April of this program year opened the EXPO building to accommodate the high number of arrivals. At the time of opening the Expo initially served 90 families totaling just shy of 320 individuals, in total the Expo served 113 families totaling just over 380

individuals. We continue to stress we are unable to guarantee families a shelter space as hotels and shelters are full.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Portland's Health and Human Services Department, Social Services Division operates the two largest shelters in the State of Maine, the Homeless Services Center (HSC) and Family Shelter. The HSC is the largest emergency shelter in the State of Maine and is open 24 hours, 365 days a year. This low-barrier shelter provides safe, temporary housing for homeless adults. The Shelter offers wrap around services to assist homeless individuals enhance self-esteem, secure housing, and work towards a self-sufficiency plan. The shelter has a capacity of two hundred eight (208) beds. During the pandemic the shelter had worked to strictly follow CDC guidelines and recommendations to socially distance our clients. Therefore we have moved to head to toe sleeping and assigning every other bed. The new HSC allows us to be at full capacity while offering social distancing with beds set up in quads with a 4 ft tall head wall between groupings of 4 beds. This year the shelter housing staff have worked hard to house many vulnerable, medically compromised clients. Staff have also worked hard to retain the housing of those at risk of homelessness. The Oxford Street Shelter served 1122 men and 427 women totaling 1,549 individuals (unduplicated numbers) in PY2022. The shelter provided 91,488 bed nights.

The Family Shelter is the largest shelter for families in the State of Maine. The Family Shelter provides temporary housing to families with children under the age of 18. It offers both preventative services for families at risk of experiencing homelessness and support services to assist families in locating housing and achieve stability. Combined, there is a total capacity of 146 beds in an apartment style living environment. The Family Shelter provided shelter for 58 families consisting of 207 individuals for a total of 20,885 bed nights. The Family Shelter was fully operation and operating at pre-pandemic levels. The number of families served are slightly lower than historic levels but our bed nights remain the steady due to longer lengths of stay.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Foster Care: Maine DHHS oversees foster care and contracts with The Opportunity Alliance (TOA) to help youth & families develop healthy transition plans to help youth aging out obtain TH, PH, PSH, or remain in care until they finish their education. TOA & the Teen Shelter work to prevent & actively monitor whether teens are discharged from foster care to the streets or shelters & advocate with Maine DHHS for improved policies and resources. Youth can remain with their foster parents past age 21 to complete their education.

Health Care: Preble Street, through a collaboration with Maine Medical, has opened a triage medical clinic whose goal is to bring unserved homeless and low-income individuals into low barrier medical care (wound management, basic screenings, etc.) and connect them with primary care. Portland's FQHC,

Greater Portland Health, operates a 3,000 Sq. Ft. clinic imbedded in the HSC that serves both shelter guest and the general public that offers primary and mental health care for unserved, homeless populations, the clinic has hours Monday-Friday. Additionally, the Homeless Services Center has collaborated with the Portland Fire Department to create a Paramedicine program to assist guests with medical needs within the shelter and the neighborhood. The paramedic on duty also helps triage medical emergencies and assists with administering Narcan and addressing overdoses.

Mental Health: 2 of Maine's publicly-funded MH hospitals have a discharge planning process that begins at admission & is pursued during the hospital stay to connect clients back to community supports & housing. A treatment team works with clients and community partners to identify community-based housing & services needed. Maine DHHS' top priority is to use BRAP (TH vouchers) to house those being discharged from psychiatric hospitals. Portland homeless providers have regular discharge meetings with hospitals for "difficult to discharge" patients.

Corrections: Maine Department of Corrections (DOC) goal is to not release to shelters but no written policy exists yet.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless prevention: The Homeless Services Center through the Emergency Shelter Grant prevented 4 individuals from becoming homeless. While the eviction moratorium was in place the Homeless Services Center staff still worked with individuals and landlords to mitigate homelessness or returns to homelessness. While the eviction moratorium has expired the Homeless Services Center the Family Shelter saw a drastic reduction in evictions due to the backlog in court cases we have also seen fewer housing placements as the market has tightened up in Southern Maine.

Essential Services: The Family Shelter's essential services allow staff to work with families residing at the shelter on life skills training. Families are educated on areas such as house cleaning, proper food storage, how to prevent pests in your home, how to report maintenance issues, how to manage cooking so as not to cause a fire alarm to be set off, as well as education on proper trash removal and recycling practices. These areas of focus are the most common areas of concern reported by landlords working with families. These skills afford families a strong understanding of life skills and greater opportunity for long term housing retention.

Permanent Housing: The Family shelter placed 50 families into permanent housing totaling 174 individuals, unlike years past almost all housing placements are utilizing General Assistance as asylum seeking families qualify for almost no other benefits. Likewise, the Oxford Street Shelter staff located permanent housing for 138 homeless individuals, 112 men and 26 women, (including 2 Veterans and 27 chronically homeless individuals). Our housing retention program follows those who have been long term homeless after they are housed to ensure increased housing stability.

Initiatives: The Long Term Stayer Initiative is a State-wide effort to end homelessness for those individuals who have been homeless 180 days or more during the year. The Long Term Stayer Initiative is based on the theory that if the program is successful in securing housing for individuals who are chronically homeless, it will create capacity in the shelters and free up resources that can be made available for others. At the Homeless Services Center, a significant portion of housing resources are prioritized for those who have been in the shelter the longest and those that are assessed to be more vulnerable. The goal of the ESG program is to help people who become homeless by quickly moving them into permanent housing and to also prevent individuals and families living in the City of Portland from becoming homeless in the first place. By using ESG in the shelters, and in the community, it helps ensure individuals and families do not become Long Term Stayers. When a family or individual is enrolled in ESG, we work quickly to identify any barriers to self-sufficiency. Once barriers are identified they are addressed.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Academic Support: PHA continued to provide in-person academic support, service learning, leadership, job skills, and enrichment activities with remote availability for students of all ages in family public housing communities. Staff worked closely with the Portland Public Schools to identify and address academic and service needs of students and their families as the Omicron variant of Covid-19 spread. Adult Education provided remote English classes for speakers of other languages with onsite support from PHA Education Specialists.

New Construction, Rehabs and Wi-Fi: In 2023, PHA completed the following rehabs and new construction:

Washington Gardens rehab is complete, and the property is fully occupied. The building is furnishing wifi to residents for Tele-health purposes. The Front Street East (55-family units) is 75% complete and occupied, with a computer learning center in the community building. Front Street West (45-unit elderly) is 50% complete construction with occupancy scheduled for March 2024.

Major Re-habs: PHA's Harbor Terrace is scheduled for major rehab beginning in September 2023, and Franklin Towers and Riverton Park in 2024.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Management: PHA continues to encourage residents to be involved in resident groups and have input directly with Management. Efforts to formalize and energize resident organizations are planned in the coming year. Covid-19 slowed down efforts by our Resident Advisory Boards (RAB) to meet regularly and we are assisting them with those efforts.

Homeownership: PHA revised its HCV Preferences which previously provided a preference for households paying more than 50% of their income for rent. Residents of Public Housing were not eligible for this preference which impeded their ability to become recipients of HCV Vouchers. By removing this Preference, a potential barrier between Public Housing Residents and Homeownership Vouchers has been removed. Additionally, the Vouchers Department at PHA recently created and filled a Homeownership Voucher Housing Officer Position. This position will strive to eliminate the waitlist for transitioning from HCV to Homeownership Vouchers, as well as serve to educate all interested Participants and Residents, of the benefits and process surrounding the Homeownership Voucher Program. PHA has also initiated a process this program year where all interested Participants are contacted directly by the PHA FSS Program to inform them of the homeownership process, steps they can take to prepare, and the benefits of being enrolled in FSS to assist in saving for the costs associated with homeownership. Portland Housing is planning on building 8-homeownership units affordable to the 80-100% of AMI level in 2024-2025.

Actions taken to provide assistance to troubled PHAs

Not applicable

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City continued its housing work under ReCode Phase II in 2022. The early part of the year focused on public engagement around the City's land use code evaluation. Engagement opportunities included a web-based code evaluation comment portal, public forums, surveys, and Planning Board and Council workshops. Generally, the findings from this engagement showed widespread agreement on many of the housing-related policy concepts from the code evaluation. For instance, there was significant support for the concept of aligning housing opportunities with transit investments through transit-oriented zoning and for changing use permissions and dimensional standards to promote housing more generally.

Throughout the second half of 2022, the City worked with the ReCode consultant to begin drafting amendments to the land use code, integrating principles from the code evaluation. The first stage of drafting will conclude in the coming month with the release of several revised articles of the land use code, including Definitions, Zones, Use Standards, and Dimensional Standards. These core elements of the code are central to housing potential, as they establish the basis for what types of housing can be built, how it can be built, and where. Public engagement around these elements is expected to proceed through the summer.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

- Emergency Shelter-13,870 bed nights to 236 women and 7,959 bed nights to 133 homeless teens.
- Child care- 30 low to moderate-income families were provided 299.04 weeks of subsidized childcare.
- Homeless Services - 742 homeless persons received support, transportation, and resources from an outreach team 33,897 times. 8,377 individuals received 1,127,376 free meals. 2,734 individuals received 8,887 sessions of housing case management. 199 refugees received 4,919 hours of support, programming and transportation. 1,409 people, representing 645 households, received furniture and household assistance upon obtaining permanent housing.
- Domestic Violence – 316 individuals received 7,661 hours of support and assistance
- Mental Health: 488 people received 13,025 mental wellness engagement contacts from a peer outreach team.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Portland has been committed to eliminating lead poisoning in children since 1995 when it received its first HUD Lead Hazard Control Grant. The control & elimination of lead-based paint remains a critical focus of the City of Portland & over the years, hundreds of families have benefited from lead-safe housing in our most vulnerable communities. Within the Lead Hazard Reduction grant program, Portland has effectively & successfully addressed lead hazards that are prevalent in the City's older housing stock.

This program is geared to benefit low & moderate-income families & households. A grant applicant who is in an owner-occupied building in the City of Portland must prove that their income is less than 80% of the median area income with a child under six years of age residing in the unit. In multi-unit, non-owner-occupied buildings, 50% of the units must qualify at 50% of the area median income. Priority is given to rental units where there is an active abatement order or where young children reside. Projects within the Portland metropolitan region but outside the City of Portland need to meet HUD income eligibility limits established for Cumberland County.

Our 2019-2023 Lead Hazard Control Grant has been bolstered this year by a 1 year extension from HUD. This extension has allowed us to build up the program again after several months of dormancy. This Grant's goal to complete lead hazard control work in 100 units is gaining traction with 54 families benefiting from Lead Safe Housing within our community to date. In partnership with the City's Permitting & Inspections Department, a Healthy Homes assessment is also performed on all qualifying units. With additional funding from the grant, code violations & other health & safety issues (aside from lead) can be addressed.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

HOME funding was made available for tenant based rental assistance targeted at individuals or families residing in homeless shelters earning less than 30% of the area median income and is designed to prevent homelessness or rehouse those in need. This funding is used on short term tenant based rental assistance (rent, security deposits, utility deposits) for households who were either homeless or in danger of becoming homeless and served 51 households.

Through the Portland/Cumberland County HOME Consortium, HOME funds are used to build new and rehab existing units to create affordable rental housing for low- and moderate-income households. Two projects began construction during 2022; 15 Harrison in Bridgton (48 one-bedroom units for individuals and households age 55 + earning up to 60% AMI), and Village Commons in Scarborough (31 units of 55+ housing; 19 units at 50% AMI and 12 units at 60% AMI).

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

A mandatory applicant meeting was held in October prior to the release of the CDBG application. This meeting provided an opportunity for the community to understand the program goals and objectives of CDBG. This meeting also awards City staff the opportunity to hear from constituents about the ongoing

needs of both the community, and agencies serving the community.

Annual district meetings were held remotely in the fall as an opportunity to meet with the citizens of each district, hear resident needs and feedback, and explain and discuss local programs such as CDBG and HOME. Staff worked with local interpreters to provide live interpretation services for each meeting, representing the five most commonly spoken languages in the City of Portland. Applications, flyers, and program announcements were translated into the five most commonly spoken languages, ensuring that a wide and diverse group of residents had access to information about services available.

When the City was awarded CDBG-CV funds, City staff worked quickly and diligently to connect with area social service providers, other City staff and departments, and the public to understand the current needs and gaps in services within our community, as it related to the covid-19 pandemic. Through many conversations, community meetings, and conference calls, CDBG-CV funds were programmed based on the greatest needs identified through our outreach efforts. The City continues to use remaining CDBG-CV funds to provide a crucial lifeline to the most vulnerable members of our community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Over the last year the City carried out its Housing & Community Development Plan in collaboration with our community partners, including the City's Social Service Division, the Portland Housing Authority, and a network of individual non-profit and social service providers.

The City's Housing and Community Development Division administers the City's affordable housing development programs and is responsible for overseeing the budget & distribution of the City's CDBG, HOME, & ESG entitlement funds. The division is also responsible for all local and federal reporting requirements.

The City's Social Service Division administers the General Assistance Program, the City's emergency shelters, transitional housing facilities, housing location services, job readiness training & employment services, and several other support activities in coordination with non-profit housing & social service agencies.

Portland Housing Authority (PHA) owns and manages numerous public housing developments with over 1,100 dwelling units and administers over 1,800 HUD Housing Choice Vouchers. PHA is a partner in the Family Investment Center and funds other resident initiatives to improve residents' skills and education. PHA also oversees modernization of its developments to improve their livability.

Non-profit and social service agencies play a vital role in providing housing and other services to low income & special needs populations throughout Portland & Cumberland County. Many outside organizations are funded through the City's CDBG Program or are part of the Continuum of Care.

Working collaboratively, these entities implemented the City's Housing & Community Development Plan. The system's strengths include the collaborative manner in which these diverse groups work together to maximize available resources. Portland is large enough to have many institutional resources yet small enough to effectively communicate & collaborate. Currently there are no gaps in types of housing or services, but due to insufficient resources, availability does not meet the exponentially increasing need. The City and its partners will continue to seek additional resources to improve the system's ability to meet community needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is committed to minimizing the impediments to fair housing choices & will continue to work with housing developers & housing providers to address any found impediments. The City of Portland and Cumberland County have worked with a consultant to develop a new Analysis of Impediments (AI) to Fair Housing which was approved by the City Council in June 2023.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

For CDBG social service programs, our staff ensures compliance on a monthly or quarterly basis through Performance Reporting and Fund Requisitions from each Agency. Staff tracks the units of service, number of clients served, and income level and demographic information of the clients served. Staff also tracks the disbursements and revenues of each agency, ensuring that each agency is using the grant award for the proposed use in the signed contract. In addition, staff conducts on-site monitoring roughly half way through the program year to monitor financial, employee, and reporting policies and procedures. On-site monitoring allows staff and sub recipients the opportunity to address any performance measure issues, and create a remediation plan if necessary. On site monitoring is conducted for new grantees annually and returning grantees bi-annually. During the pandemic, all monitoring was conducted remotely, and on-site monitoring will be reintroduced for the 2023-2024 program year.

For CDBG development activity projects, federal requirements are included in all contracts. Staff conducts environmental reviews for all projects and where applicable receives the appropriate approval from the State Historic Preservation Office. Staff encourages subrecipients to recruit minority-owned and women-owned business enterprises for contracts. Davis Bacon requirements, and Section 3 when applicable, are explained to each subrecipient and staff presents the information and reporting requirements to contractors and sub-contractors. Before payment is released, each project must submit a request for payment, supporting invoices from subcontractors, and Certified Payroll forms with verified Davis Bacon wage rates. [1] [2] [3]

CDBG & HOME housing projects are monitored regularly to ensure that rent levels, income guidelines, and occupancy requirements are being met. On-going monitoring of large multi-family rental projects is critical to the long-term success of the program and ensures that projects serve the intended population.

Monitoring allows the City to identify any financial challenges to project success while there is time for constructive intervention. Typically, HOME monitoring of tenant income, utility allowances, and gross rent limits are completed in the spring. The City has a standing Memorandum of Agreement with Maine Housing, who will be completing on-site inspections (including inspection of all HOME assisted units as well as common areas & exterior of each property) on behalf of the City of Portland & the Cumberland County Home Consortium. In addition, the City has a Monitoring policy, which includes conducting a

yearly desk-monitoring package for all HOME development projects. The program will allow HCD staff to evaluate risk more effectively & schedule onsite visits as needed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City continues to use the traditional method of providing reasonable notice & opportunity to comment on performance reports or participate in public meetings through advertisements in the newspaper and notices on the City's website and social media platforms. Staff also work with the City's Communication Director to put out press releases throughout the process and to ensure that applicable notices and information are included on the City's social media.

The City strongly encourages citizen participation in the CDBG, HOME, & ESG allocation process. The public is given an opportunity to learn about the programs & budgets as well as speak at the following meetings: District meetings in the fall, CDBG Allocation Committee meetings, ESG meetings at the Maine Continuum of Care & Emergency Shelter Assessment Committees, the City Council's Housing and Economic Committee meetings, & two public hearings in March & April with the full City Council. This year, the fall District meetings were held virtually using Zoom, although these meetings may move to a hybrid format in future years. The City's Office of Economic Opportunity was able to coordinate live translation services during these meetings.

Prior to submission of the Consolidated Annual Performance Evaluation Reports (CAPER), the City makes the draft report available on the City website so citizens and public agencies, as well as other interested parties, can view the document. A notice of availability of the report and 15-day comment period is published in the local daily newspaper and on the City's social media. The CAPER is also presented to the City Council as a communication item.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

NA

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Yes

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

In 2007, the City of Portland applied for 108/BEDI funds in an amount of \$1.2 million in Brownfields Economic Development Initiative (BEDI) and \$10.8 million in Section 108 loan. The funds were awarded in February 2008. The combined \$12 million will revitalize the distressed area of Bayside by stimulating residential and commercial economic development activities and creating jobs.

As part of the revitalization efforts in Bayside, in 2012, the City underwent negotiations with Federated Companies for the purchase and sale of seven parcels of land. The Section 108 funds were slated for the construction of an 840 parking space garage with 43,000 sq ft of retail/commercial space on the ground level. The construction of the parking garage will leverage the creation of three new buildings consisting of approximately 715,000 square feet, including 90,000 square feet of direct street access retail space at the ground level, and 445 new apartments (from 400 sq. ft studios to 1050 sq. ft. two-bedroom units). Unfortunately, the city is engaged in a lawsuit with the Federated Companies, the Parking Garage Developer, due to a lack of contractual performance. The City is evaluating all options to support continued revitalization of Bayside, including repayment of the 108 loan.

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Developer, due to a lack of contractual performance. The City is evaluating all options to support continued revitalization of Bayside, including repayment of the 108 loan.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

58 Boyd – Unit 410 & 304- bathroom drain stops are inoperable. Unit 100-ceiling hole

409 Cumberland – Water stain in hallway. Unit 305- inoperable window

Blackstone Apts - Unit B1-2: cal to aid inoperable light/alarm

Deering Place - Unit A11- kitchen sink damaged; sprayer damaged; countertop damaged, Unit A8- entry door not engaging, Unit B106- door is not engaging, Unit C406- Hole damage in wall

Fay Garman Housing – no issues

Larrabee Commons – no issues

Larrabee Heights – section of siding missing from side of building

Motherhouse - Escutcheon cap is missing from the sprinkler head, and entry door is not self closing, Unit 506 & 406-broken thermostats, Unit 406- entry door is damaged, Unit 215-closet door is damaged, Unit 115- exhaust fan is inoperable

Oak Leaf 2 - Laundry Room door not up to code. Left side boiler is leaking condensate. Unit 204- ceiling paint peeling.

Riverview Terrace - Unit 215- bedroom ceiling needs paint; and kitchen floor has water damage Unit 223- entry door is not self closing Unit 108- missing drain stop

Rosa True – walkway is missing bricks, unit 5 entry door damaged

Steeple Square - Unit 5G & 5A & 11A & 15D & 47 A & 31B- entry door is not self closing, Unit 5A- wall damage, Unit 57B & 47A & 37A & 31B-water stain on ceiling, Unit 47A- bathroom floor hole, Unit 21C- outlet cover damaged

Thomas Heights - Unit 402 & 304- ceiling water damage Unit 205- entry door is not engaging.

West End Apt - Rear entry door on first floor does not engage properly. Unit 216- bathroom ceiling paint

is peeling Unit 412- hole in the wall.

Yale Court - Sidewalk cracks. Unit 13- hole in the wall Unit 11 FH- inoperable bedroom window Unit 2FH- hole in the ceiling Unit 21- water damage around tub.

CDBG and HOME Housing Projects are monitored regularly to ensure that rent levels, income guidelines & occupancy are being met. Owner Occupied properties are monitored through annual mailing to ensure owner occupancy and tenant occupancy requirements are being met. On-going monitoring of large multi-family rental projects protects the investment of public resources by ensuring that each project is in compliance with the requirements of the funding source. Monitoring ensures that the projects serve the intended population & physically maintain a quality housing resource. Monitoring allows the City to identify any financial challenges to project success while there is time for construction intervention. The City of Portland utilizes a database to track HOME-assisted affordable housing development projects. The database tracks all project data from project name & address, to developer & property manager contact information, as well as tenant monitoring & site inspection completion dates. It is sorted by date to identify the projects due for a site inspection. A list is provided to MaineHousing on an annual basis. Per a Memorandum of Agreement with MaineHousing, on-site inspections are conducted by MaineHousing staff & the results are reported to the City of Portland/Cumberland County HOME Consortium. HUD provided statutory suspensions & regulatory waivers in response to the COVID-19 pandemic. One of the waivers was applicable to ongoing periodic on- site inspections and was in effect through June 29, 2022.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City of Portland/Cumberland County HOME Consortium requires developers receiving HOME funds for new construction to provide a copy of their Affirmative Marketing Policy. Additionally, the consortium has updated its analysis of impediments to fair housing as of spring 2023.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During PY 2022, \$83,577.47 in HOME program income was receipted in IDIS. These funds are tracked through the City's accounting system. Program income is budgeted yearly as part of the annual budget process and allocations are reported in the Annual Action Plan. \$89,015.60 of program income was expended through the program year. These expenditures are reflected through the tenant based rental assistance program (\$72,821.60) and HOME Admin (\$16,194.00).

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable

housing). 24 CFR 91.320(j)

The City administers affordable housing development programs for the Cumberland County HOME Consortium, which is a partnership between the City of Portland and Cumberland County. This partnership enables valuable housing resources to be available on a county-wide basis and encourages a regional approach to creating affordable housing. These funds are made available annually through a competitive application process, with both the City and County independently deciding which projects to fund within each jurisdiction.

In addition to HOME funding, the City has a local Housing Trust Fund (HTF) which provides gap financing for many affordable housing projects. The benefit of the local HTF, is that it can fill gaps in projects that may not be eligible under HOME program regulations. Additionally, the City utilizes the State of Maine's Affordable Housing Tax Increment Financing program as another tool to support and leverage affordable housing units.

Several other local regulatory actions taken to encourage affordable housing are noted in Section CR-35.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

The CDBG activity listed (ADA Curb Ramps, Pedestrian Safety and Related Work) was awarded in 2016 and therefore not subject to the Final Rule Section 3 reporting.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

See SAGE CAPER in attachments for information.

Public Notice

INCLUDING
At Your Service
Public Notices
Garage Sales
Antiques & Auctions

Wednesday, September 6, 2023

Portland Press Herald

SECTION C

HELP WANTED

Restaurant & Hotel

SECURITY & BAR BACK

Apply in person Fri or Sat, 7pm or leave resume in outdoor mail slot in door of Bubbas Sully Lounge, 92 Portland St., Portland

MERCHANDISE

Antiques & Collectibles

I BUY ANTIQUES & MOST ANYTHING OLD
I come to you. Call Wil, 207-838-0790.

RECREATION

Boats Canoes & Kayaks

22' CHAPARRAL 2155SI
2011 Cuddy, 2400 Merc 170, 500 hrs. Orig owner, freshwater only, mooring cover, new camper canvas, SS prop, incl. titr. \$53K. 207-653-6848

REAL ESTATE FOR RENT

Commercial Lease

INTOWN PARKING day-time avail. Portland St. Bubba's Sully Lounge \$75/mo, numbered striped, 75 spots. Call Bubba's 828-0549

TRANSPORTATION

Autos For Sale



JEEP WRANGLER SPORT 2017
9,500 miles, black, like new, always garaged. \$29,900. 207-232-0001

EARN EXTRA CASH.

Deliver this Newspaper. Call 207-791-6001

PUBLIC NOTICES

Public Notices

HEARINGS
In accordance with 28-A M.R.S. § 453-A sub-§ 5-A and 5 M.R.S. ch. 575, subchapter IV, Bureau of Alcohol, Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement will conduct public hearings on applications received for agency liquor store licenses. The hearings will be conducted to evaluate eligibility for licensure pursuant to Maine's liquor laws, including Title 28-A, Chapters 15 and 19, and 5 M.R.S. ch. 575. The hearings will be held in Conference Room 325 at the Bureau of Alcohol, Beverages and Lottery Operations, Building 19 Union Street, 3rd Floor, Suite 301-B, Augusta, Maine. The hearings will take place on Wednesday, October 11, 2023, commencing at 10 a.m. for the following municipalities: Baldwin, Berwick, Brooksville, Chelsea, Ennis, Gorham, Lewiston, Masardis, Monmouth, Palmyra, Sidney, Wintler Harbor. Applicants will be permitted to present evidence and arguments in support of their application. Applicants may be represented by counsel. Any interested person or anyone showing that he or she is or may be a member of a class which is or may be substantially and directly affected by the proceeding may file a formal application for intervention in accordance with 5 M.R.S. § 9054 on or before October 4, 2023. To the attention of the Bureau of Alcohol, Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta, ME 04333-0008. A formal application for intervention shall not be construed to limit public participation in any other capacity. Members of the public may make unsworn statements or testify under oath at the decision in this proceeding, may rely upon that testimony that has been presented under oath.

Public Notice

AGENCY LIQUOR STORE SELECTION

State and local notices are published in Maine newspapers and are also recorded at maine.gov/secr/records. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

Public Notice

State and local notices are published in Maine newspapers and are also recorded at maine.gov/secr/records. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

Public Notice

CITY OF BIDDEFORD
Notice is hereby given that the Municipal Officers of the City of Biddeford, at their meeting on September 19, 2023, will consider the following liquor license:

Public Notice

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NOTICE OF STATE RULEMAKING

Public Input for Rules

Notices are published each Wednesday to alert the public regarding state agency rulemaking. You may obtain a copy of any rule by notifying the agency contact person. You may also comment on the rule, and/or attend the public hearing. If no hearing is scheduled, you may request one - the agency may then schedule a hearing, and must do so if 5 or more persons request it. If you are disabled or need special services to attend a hearing, please notify the agency contact person at least 7 days prior to it. Petitions: you can petition an agency to adopt, amend, or repeal any rule; the agency must provide you with petition forms, and must respond to your petition within 60 days. The agency must enter rulemaking if the petition is signed by 150 or more registered voters, and may begin rulemaking if there are fewer. You can also petition the Legislature to review a rule; the Executive Director of the Legislative Council (115 State House Station, Augusta, ME 04333, phone (207) 287-1615) will provide you with the necessary petition forms. The appropriate legislative committee will review a rule upon receipt of a petition from 100 or more registered voters, or from any person who may be directly, substantially and adversely affected by the application of a rule. (Title 5 § 11112). **WorldWide Web:** Copies of the weekly notices and the full texts of adopted rule chapters may be found on the internet at: <http://www.maine.gov/secr/rules>. There is also a list of rulemaking filiations (<http://www.maine.gov/secr/rules/filiations.html>), who are single points of contact for each agency.

PROPOSALS

AGENCY: 10-144 - Department of Health and Human Services (DHHS), Division of Licensing and Certification

CHAPTER NUMBER AND TITLE: Ch. 123, Behavioral Health Organizations Licensing Rule

TYPE OF RULE: Routine Technical

PROPOSED RULE NUMBER: 2023-P190

BRIEF SUMMARY: The Department proposes rulemaking to adopt 10-144 CMR Ch. 123, Behavioral Health Organizations Licensing Rule.

The Department is proposing the repeal of three existing licensing rules and replacing those rules with one single rule, Behavioral Health Organizations Licensing Rule, to provide a comprehensive, one-stop licensing rule. This proposed rule governs the licensing requirements for mental health and substance use disorder treatment programs. The rules proposed for repeal and replacement include community and residential licensing standards for mental health and substance use disorder treatment services.

The rules to be repealed and replaced by this proposed rulemaking include: Licensing of Mental Health Facilities, 14-193 CMR Ch. 6; Licensing of Mental Health Facilities, 14-193 CMR Ch. 6A; and Regulations for Licensing and Certifying of Substance Abuse Treatment Programs, 14-118 CMR Ch. 5.

Across the existing rules that are being proposed for repeal, there are many shared requirements, including the governing authority; personnel; organizational structure; physical plant; record keeping for staff and clients; treatment and service planning; quality improvement; client rights; admission and discharge practices; and medication administration among others. The major difference across these rules is in the individual treatment service definitions and requirements.

The new proposed replacement rule creates core licensing standards, ad-

PUBLIC HEARING: Friday, September 29,

2023 from 9 a.m. to 11 a.m. at the DHHS office building located at 109 Capitol Street, Augusta, Maine. Conference Room Maine A and B.

COMMENT DEADLINE: Written comments

must be submitted by 5 p.m. on Wednesday, October 13, 2023.

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Jonathan Leach, Division of Licensing and Certification, 41 Anthony Avenue, 11 State House Station, Augusta, ME 04333-0111 Telephone: 287-5825, Fax: 287-5807, TTY: 711 (State Relay) Email: Jonathan.Leach@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: N/A

AGENCY: 16-633 - Department of Public Safety (DPS), **Gambling Control Unit**

CHAPTER NUMBER AND TITLE: Ch. 32, Rules Relating to Games of Chance

TYPE OF RULE: Routine Technical

PROPOSED RULE NUMBER: 2023-P191

BRIEF SUMMARY: This rule package is to create rules to implement the new game night statutory changes in 17 M.R.S. ch. 62 as amended by 2023 PL 2023 ch. 391, that authorize once a calendar year game nights for certain entities. In addition, these amendments include provisions no longer supported by the enabling statute, 22 M.R.S. ch. 55B-6, the Maine Medical Use of Cannabis legislation, specifically PL 2023, ch. 6 (Emergency) signed March 15, 2023 and PL 2023, ch. 365. The amendments to section 10 include compliance requirements applicable to registry identification cardholders and registrants, including the implementation of a two-tiered system for assessment of fines for violations of program requirements, and revision of the notice requirements applicable to the State when it identifies violations of program requirements by a registrant or a registrant's employee or other agent.

COMMENT DEADLINE: October 6, 2023

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Milton Champion, Executive Director, 45 Commerce Dr., Suite 3, Augusta ME 04333, 207-626-3901, mlt.champion@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: N/A

AGENCY: 18-691 - Department of Administrative and Financial Services, **Office of Cannabis Policy**

CHAPTER NUMBER AND TITLE: Ch. 2, Medical Use of Cannabis Program Rule

TYPE OF RULE: Major Substantive

PROPOSED RULE NUMBER: 2023-P192

BRIEF SUMMARY: This major substantive rulemaking updates the existing Medical Use of Cannabis Program Rule to strike provisions no longer supported by the enabling statute, 22 M.R.S. ch. 55B-6, the Maine Medical Use of Cannabis legislation, specifically PL 2023, ch. 6 (Emergency) signed March 15, 2023 and PL 2023, ch. 365. The amendments to section 10 include compliance requirements applicable to registry identification cardholders and registrants, including the implementation of a two-tiered system for assessment of fines for violations of program requirements, and revision of the notice requirements applicable to the State when it identifies violations of program requirements by a registrant or a registrant's employee or other agent.

COMMENT DEADLINE: Tuesday, October 10, 2023 at 11:59 p.m.

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Gabe Pierce, Office of Cannabis Policy, 163 State House Station, Augusta, ME 04333, Phone: (207) 630-0507, Fax: (207) 287-3333, gabepierce@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: De minimis

AGENCY: 18-691 - Department of Administrative and Financial Services, **Office of Cannabis Policy**

CHAPTER NUMBER AND TITLE: Ch. 2, Medical Use of Cannabis Program Rule

TYPE OF RULE: Major Substantive

PROPOSED RULE NUMBER: 2023-P192

BRIEF SUMMARY: This major substantive rulemaking updates the existing Medical Use of Cannabis Program Rule to strike provisions no longer supported by the enabling statute, 22 M.R.S. ch. 55B-6, the Maine Medical Use of Cannabis legislation, specifically PL 2023, ch. 6 (Emergency) signed March 15, 2023 and PL 2023, ch. 365. The amendments to section 10 include compliance requirements applicable to registry identification cardholders and registrants, including the implementation of a two-tiered system for assessment of fines for violations of program requirements, and revision of the notice requirements applicable to the State when it identifies violations of program requirements by a registrant or a registrant's employee or other agent.

2023, ch. 433:

1. Adding death by suicide as a line of duty death if the suicide was the result of events or actions experienced by the officer while in the line of duty; and

2. Changing the responsibility for determining line of duty death benefits from the Maine State Police Chief to the Commissioner of Corrections for MDOC.

Copies of the proposed rule are available upon request by contacting the Department contact person or on the Department of Corrections website at: <https://www.maine.gov/corrections/policies>. Pursuant to Maine law, interested parties are publicly notified of the rulemaking and are provided an opportunity for comment. Written comments may be submitted by mail, e-mail, or fax to the contact person before the end of the comment period. To ensure the comments are considered, they must include the name of the commenter and the organization represented, if any.

PUBLIC HEARING: None planned.

Requests to hold a public hearing by any interested person may be submitted in writing to the identified agency contact person.

COMMENT DEADLINE: October 5, 2023

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Mary Lucia, Policy Development Coordinator, Department of Corrections, 111 SHS, Augusta ME 04333, Phone: (207) 530-0983, TTY: Relay Service Dial 711, Fax: (207) 287-4370, mary.lucia@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: None

AGENCY: 65-407 - Public Utilities Commission (PUC)

CHAPTER NUMBER AND TITLE: Ch. 311, Portfolio Requirements

TYPE OF RULE: Routine Technical

PROPOSED RULE NUMBER: 2023-P194

BRIEF SUMMARY: The Public Utilities Commission initiated a rulemaking proceeding to amend its Portfolio Requirement rule (Chapter 311) to comply with the requirements of Public Law 2023, chapter 306 and 361. The amended rule will create an alternative compliance payment rate for Class II resources. The amended rule will also require that any alternative compliance payment rate for Class I, Class IA or Class II resources collected are to be used to provide financial assistance for low-income households.

PUBLIC HEARING: September 27, 2023 at 10 a.m. at the Public Utilities Commission, 26 Katherine Drive, Hallowell, Maine 04347.

Persons unable to attend this conference in person may elect to participate virtually by emailing pamela.kowalchuk@maine.gov at the Commission and requesting a Microsoft Teams invitation. Those unable to attend via video may participate by phone using the dial-in information that appears on the Microsoft Teams invitation (obtained as described above).

COMMENT DEADLINE: October 13, 2023

Comments on the proposed rule may be filed electronically using the Commission's Case Management System (CMS) or may be sent in writing to the Administrative Director on or before Friday, September 22, 2023. Written comments should refer to the docket number of this proceeding, Docket No. 2023-00134, and be sent to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, Maine 04333-0018.

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Dayla Taylor, Maine Public Utilities Commission, 18 State House Station, Augusta, Maine 04333, (207) 287-3831, dayla.taylor@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: Minimal

ADDITIONS

Pursuant to Ch. 380 of the Public Laws of 2011, notice of the adoption of rules of the Commission shall be published in the Official Journal of the State of Maine.

PUBLIC HEARING: September 27, 2023 at 10 a.m. at the Public Utilities Commission, 26 Katherine Drive, Hallowell, Maine 04347.

Persons unable to attend this conference in person may elect to participate virtually by emailing pamela.kowalchuk@maine.gov at the Commission and requesting a Microsoft Teams invitation. Those unable to attend via video may participate by phone using the dial-in information that appears on the Microsoft Teams invitation (obtained as described above).

COMMENT DEADLINE: October 13, 2023

Comments on the proposed rule may be filed electronically using the Commission's Case Management System (CMS) or may be sent in writing to the Administrative Director on or before Friday, September 22, 2023. Written comments should refer to the docket number of this proceeding, Docket No. 2023-00134, and be sent to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, Maine 04333-0018.

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Dayla Taylor, Maine Public Utilities Commission, 18 State House Station, Augusta, Maine 04333, (207) 287-3831, dayla.taylor@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: Minimal

CHAPTER NUMBER AND TITLE: Ch. 317, Statewide Arranger Management Program

TYPE OF RULE: Routine Technical

PROPOSED RULE NUMBER: 2023-P195

BRIEF SUMMARY: On June 9, 2023, The Office of the Public Advocate petitioned the Commission to make the following changes to the Statewide Arranger Management Program as recommended by the Electric Ratepayer Advisory Council: 1) allow participants to miss two payments before disqualification from the program; 2) allow a ratepayer to participate once every seven years rather than once in a lifetime; 3) allow all Low-income Assistance Program (LIAP) eligible ratepayers to qualify for AMP; and 4) increase the maximum monthly AMP benefit to \$500 a month (which increases the total amount eligible for forgiveness to \$6000 a year). In addition to the amendments proposed by the OPA, the Commission is proposing to make changes to the enrollment process to ensure that participants are not required to pay for more than one month of service when enrolled in AMP as well as other non-substantive changes to the rule.

PUBLIC HEARING: The Commission will hold a public hearing on the proposed rule on Wednesday, September 27, at 1:00 p.m. The hearing will be held in the Simpson Hearing Room at the offices of the Maine Public Utilities Commission, 26 Katherine Drive, Hallowell, Maine 04347. Persons unable to attend this conference in person may elect to participate virtually by emailing pamela.kowalchuk@maine.gov at the Commission and requesting a Microsoft Teams invitation. Those unable to attend via video may participate by phone using the dial-in information that appears on the Microsoft Teams invitation (obtained as described above).

COMMENT DEADLINE: October 13, 2023

Comments on the proposed rule may be filed electronically using the Commission's Case Management System (CMS) (Docket No. 2023-00134) or may be sent in writing to the Administrative Director on or before Friday, October 13, 2023. However, the Commission requests that interested persons file initial comments on the proposed amendments to the Rule using the Commission's CMS, in Docket No. 2023-00134, on or before Friday, September 22, 2023. Written comments should refer to the docket number of this proceeding, Docket No. 2023-00134, and be sent to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, Maine 04333-0018.

CONTACT PERSON FOR THIS FILING:

SMALL BUSINESS IMPACT INFORMATION: Dayla Taylor, Maine Public Utilities Commission, 18 State House Station, Augusta, Maine 04333, (207) 287-3831, dayla.taylor@maine.gov

FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES: Minimal

ADDITIONS

Pursuant to Ch. 380 of the Public Laws of 2011, notice of the adoption of rules of the Commission shall be published in the Official Journal of the State of Maine.

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Back

Title: Notice of Public Comment Period
Link: [Click here to view the CAPER](#)
Lead In: 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER)
Description:

PUBLIC COMMENT PERIOD
September 7, 2023 to September 21, 2023

The City of Portland's 2022-2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) is available for review and comment online at <https://www.portlandmaine.org/1203/Plans-and-Reports>. The document is labeled **2022-2023 Draft CAPER**. All interested persons are invited to submit written or verbal comments to 389 Congress St Room 312 or mpd@portlandmaine.gov by September 21, 2023. This report is submitted to the U.S. Department of Housing and Urban Development annually and includes performance and evaluation measures concerning the Community Development Block Grant, HOME, and Emergency Solutions Grant programs. Activities include social services, public improvements, job creation, homeless services, affordable housing, and administration. The reporting period covers the fiscal year July 1, 2022 - June 30, 2023. More information is available at the website listed above.

All you want in one place
CITY UPDATES
We want to keep you informed

Hello, I can help you find the answer to your question?

PR26 Reports

	Office of Community Planning and Development	DATE: 08-23-23
	U.S. Department of Housing and Urban Development	TIME: 9:00
	Integrated Disbursement and Information System	PAGE: 1
	PR26 - CDBG Financial Summary Report	
Program Year 2022		
PORTLAND , ME		

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	8,766,817.76
02 ENTITLEMENT GRANT	1,845,970.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	10,612,787.76

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,494,322.32
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,494,322.32
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	368,399.35
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,862,721.67
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	8,750,066.09

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,435,989.00
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,435,989.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	95.10%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	586,674.80
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	586,674.80
32 ENTITLEMENT GRANT	1,845,970.00
33 PRIOR YEAR PROGRAM INCOME	5,000.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,850,970.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	31.70%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	368,399.35
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	368,399.35
42 ENTITLEMENT GRANT	1,845,970.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,845,970.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.96%



LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

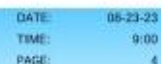
LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	6	2733	6724594	Port Resources Washington Ave Heat Pump	03B	LWC	\$24,661.29
					03B	Matrix Code	\$24,661.29
2017	4	2543	6705100	East Bayside Futsal Court	03F	LMA	\$20,000.00
2021	5	2772	6765216	COP Parks and Rec Community Gardens Equity Project	03F	LMA	\$5,243.92
2021	5	2772	6800433	COP Parks and Rec Community Gardens Equity Project	03F	LMA	\$16,393.90
					03F	Matrix Code	\$41,637.82
2019	12	2571	6705100	Elm Street Sidewalk	03L	LMA	\$156,907.00
2020	9	2734	6705100	CDBG Bayside Sidewalk	03L	LMA	\$68,086.13
2020	9	2734	6739316	CDBG Bayside Sidewalk	03L	LMA	\$31,913.87
2021	8	2769	6739316	CDBG Washington Ave Sidewalk	03L	LWC	\$77,814.65
2021	8	2769	6765216	CDBG Washington Ave Sidewalk	03L	LWC	\$99,308.35
					03L	Matrix Code	\$434,030.00
2020	7	2686	6705100	Catherine Morrill Day Nursery, Energy Efficiency Improvement Plan	03M	LWC	\$15,905.00
2020	7	2686	6765216	Catherine Morrill Day Nursery, Energy Efficiency Improvement Plan	03M	LWC	\$12,242.00
					03M	Matrix Code	\$28,147.00
2022	9	2740	6705100	Through These Doors 22-23	03T	LWC	\$11,644.49
2022	9	2740	6739316	Through These Doors 22-23	03T	LWC	\$11,325.94
2022	9	2740	6765216	Through These Doors 22-23	03T	LWC	\$16,514.79
2022	9	2740	6800433	Through These Doors 22-23	03T	LWC	\$18,518.88
2022	9	2741	6705100	Pleble St. Florence House 22-23	03T	LWC	\$7,430.07
2022	9	2741	6739316	Pleble St. Florence House 22-23	03T	LWC	\$7,548.00
2022	9	2741	6765216	Pleble St. Florence House 22-23	03T	LWC	\$7,540.00
2022	9	2741	6800433	Pleble St. Florence House 22-23	03T	LWC	\$7,849.93
2022	9	2754	6724594	Pleble Street Joe Kriesler Teen Shelter 22-23	03T	LWC	\$14,095.51
2022	9	2754	6739316	Pleble Street Joe Kriesler Teen Shelter 22-23	03T	LWC	\$13,252.00
2022	9	2754	6765216	Pleble Street Joe Kriesler Teen Shelter 22-23	03T	LWC	\$1,122.49
					03T	Matrix Code	\$116,842.10
2022	9	2749	6724594	Milestone Home Team 22-23	05F	LWC	\$38,134.51
2022	9	2749	6765216	Milestone Home Team 22-23	05F	LWC	\$68,570.99
2022	9	2749	6800433	Milestone Home Team 22-23	05F	LWC	\$7,174.50
					05F	Matrix Code	\$113,880.00
2022	3	2755	6724594	Community Policing 22-23	05I	LMA	\$35,838.00
2022	3	2755	6765216	Community Policing 22-23	05I	LMA	\$70,590.00
2022	3	2755	6800433	Community Policing 22-23	05I	LMA	\$43,572.00
					05I	Matrix Code	\$150,000.00
2020	26	2750	6765216	Catherine Morrill Voucher CV	05L	LWC	\$9,183.40
2020	26	2750	6800433	Catherine Morrill Voucher CV	05L	LWC	\$12,663.20
					05L	Matrix Code	\$21,846.70
2022	9	2753	6724594	Wayside Food Programs 22-23	05W	LWC	\$4,932.44
2022	9	2753	6739316	Wayside Food Programs 22-23	05W	LWC	\$7,649.06
2022	9	2753	6765216	Wayside Food Programs 22-23	05W	LWC	\$12,764.72
2022	9	2753	6800433	Wayside Food Programs 22-23	05W	LWC	\$6,919.78
					05W	Matrix Code	\$32,266.00
2022	9	2746	6724594	GPPP Homeless Prevention 22-23	05X	LWC	\$10,923.61
2022	9	2746	6765216	GPPP Homeless Prevention 22-23	05X	LWC	\$31,781.39
2022	9	2752	6724594	Hope Acts Asylum Seeker Assistance 22-23	05X	LWC	\$13,799.81
2022	9	2752	6739316	Hope Acts Asylum Seeker Assistance 22-23	05X	LWC	\$34,542.70
2022	9	2752	6765216	Hope Acts Asylum Seeker Assistance 22-23	05X	LWC	\$37,067.49
					05X	Matrix Code	\$128,115.00

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	9	2751	6724594	Furniture Friends Basic Needs 22-23	05Z	LWC	\$5,938.00
2022	9	2751	6739316	Furniture Friends Basic Needs 22-23	05Z	LWC	\$8,134.09
2022	9	2751	6765216	Furniture Friends Basic Needs 22-23	05Z	LWC	\$5,759.11
2022	9	2751	6800433	Furniture Friends Basic Needs 22-23	05Z	LWC	\$3,893.80
							05Z Matrix Code \$23,725.00
2018	6	2665	6724594	Portland Housing Authority - Front Street Redevelopment Phase 1	08	LWH	\$15,014.69
2020	30	2742	6739316	Washington Gardens	08	LWC	\$184,150.00
							08 Matrix Code \$199,164.69
2021	7	2702	6765216	Alpha One Critical Access Ramp Program (2021)	14A	LWH	\$7,174.32
							14A Matrix Code \$7,174.32
2020	11	2669	6739316	BAP - Holding Hands	18A	LWJ	\$131.59
2020	11	2714	6739316	Ndola African Market BAP 21	18A	LWJ	\$39.49
2020	11	2727	6724594	Above the Line BAP 21	18A	LWJ	\$10,000.00
2020	11	2728	6705100	Galge and Felicitati BAP 21	18A	LWJ	\$6,328.00
2021	9	2716	6800433	Coals 4 LLC	18A	LWJ	\$10,000.00
2021	9	2718	6739316	Maine Flag LLC	18A	LWJ	\$20,000.00
2021	9	2722	6724594	Plucked Fresh LLC	18A	LWJ	\$10,000.00
2021	9	2723	6739316	Prestige Home Care LLC	18A	LWJ	\$10,000.00
							18A Matrix Code \$66,499.08
2022	7	2756	6724594	CEI PMAP 22-23	18C	LWC	\$16,000.00
2022	7	2756	6739316	CEI PMAP 22-23	18C	LWC	\$8,000.00
2022	7	2756	6765216	CEI PMAP 22-23	18C	LWC	\$16,000.00
2022	7	2756	6800433	CEI PMAP 22-23	18C	LWC	\$8,000.00
							18C Matrix Code \$48,000.00
Total							\$1,435,989.00

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2022	9	2740	6705100	No	Through These Doors 22-23	B22MC230003	EN	03T	LWC	\$11,644.49
2022	9	2740	6739316	No	Through These Doors 22-23	B22MC230003	EN	03T	LWC	\$11,325.94
2022	9	2740	6765216	No	Through These Doors 22-23	B22MC230003	EN	03T	LWC	\$16,514.79
2022	9	2740	6800433	No	Through These Doors 22-23	B22MC230003	EN	03T	LWC	\$18,518.88
2022	9	2741	6705100	No	Pebble St. Florence House 22-23	B22MC230003	EN	03T	LWC	\$7,430.07
2022	9	2741	6739316	No	Pebble St. Florence House 22-23	B22MC230003	EN	03T	LWC	\$7,548.00
2022	9	2741	6765216	No	Pebble St. Florence House 22-23	B22MC230003	EN	03T	LWC	\$7,540.00
2022	9	2741	6800433	No	Pebble St. Florence House 22-23	B22MC230003	EN	03T	LWC	\$7,849.93
2022	9	2754	6724594	No	Pebble Street Joe Kriesler Teen Shelter 22-23	B22MC230003	EN	03T	LWC	\$14,095.51
2022	9	2754	6739316	No	Pebble Street Joe Kriesler Teen Shelter 22-23	B22MC230003	EN	03T	LWC	\$13,252.00
2022	9	2754	6765216	No	Pebble Street Joe Kriesler Teen Shelter 22-23	B22MC230003	EN	03T	LWC	\$1,122.49
									03T Matrix Code \$116,842.10	
2022	9	2749	6724594	No	Milestone Home Team 22-23	B22MC230003	EN	05F	LWC	\$38,134.51
2022	9	2749	6765216	No	Milestone Home Team 22-23	B22MC230003	EN	05F	LWC	\$68,570.99
2022	9	2749	6800433	No	Milestone Home Team 22-23	B22MC230003	EN	05F	LWC	\$7,174.50
									05F Matrix Code \$113,880.00	
2022	3	2755	6724594	No	Community Policing 22-23	B22MC230003	EN	05I	LWA	\$35,838.00
2022	3	2755	6765216	No	Community Policing 22-23	B22MC230003	EN	05I	LWA	\$70,590.00
2022	3	2755	6800433	No	Community Policing 22-23	B22MC230003	EN	05I	LWA	\$43,572.00
									05I Matrix Code \$150,000.00	
2020	26	2750	6765216	Yes	Catherine Morrill Voucher CV	B22MC230003	EN	05L	LWC	\$9,183.40
2020	26	2750	6800433	Yes	Catherine Morrill Voucher CV	B22MC230003	EN	05L	LWC	\$12,663.30
									05L Matrix Code \$21,846.70	
2022	9	2753	6724594	No	Wayside Food Programs 22-23	B22MC230003	EN	05W	LWC	\$4,932.44
2022	9	2753	6739316	No	Wayside Food Programs 22-23	B22MC230003	EN	05W	LWC	\$7,649.06
2022	9	2753	6765216	No	Wayside Food Programs 22-23	B22MC230003	EN	05W	LWC	\$12,764.72
2022	9	2753	6800433	No	Wayside Food Programs 22-23	B22MC230003	EN	05W	LWC	\$6,919.78
									05W Matrix Code \$32,266.00	
2022	9	2746	6724594	No	GFPF Homeless Prevention 22-23	B22MC230003	EN	05X	LWC	\$10,923.61
2022	9	2746	6765216	No	GFPF Homeless Prevention 22-23	B22MC230003	EN	05X	LWC	\$31,781.39
2022	9	2752	6724594	No	Hope Acts Asylum Seeker Assistance 22-23	B22MC230003	EN	05X	LWC	\$13,799.81
2022	9	2752	6739316	No	Hope Acts Asylum Seeker Assistance 22-23	B22MC230003	EN	05X	LWC	\$34,542.70
2022	9	2752	6765216	No	Hope Acts Asylum Seeker Assistance 22-23	B22MC230003	EN	05X	LWC	\$37,067.49
									05X Matrix Code \$128,115.00	
2022	9	2751	6724594	No	Furniture Friends Basic Needs 22-23	B22MC230003	EN	05Z	LWC	\$5,938.00
2022	9	2751	6739316	No	Furniture Friends Basic Needs 22-23	B22MC230003	EN	05Z	LWC	\$8,134.09

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37Page 80

PR26 - Activity Summary by Selected Grant

Date Generated: 08/23/2023

Grantee: PORTLAND

Grant Year: 2022

Formula and Competitive Grants only

Total Grant Amount for CDBG 2022 Grant year = \$1,845,970.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
ME	PORTLAND	2022	B22MC230003	Administrative And Planning	21A		2735	No	Completed	\$276,323.14	\$276,323.14		\$276,323.14	\$276,323.14
ME	PORTLAND	2022	B22MC230003	Administrative And Planning	21A		2736	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
ME	PORTLAND	2022	B22MC230003	Administrative And Planning	21A		2737	No	Completed	\$5,000.00	\$5,000.00		\$5,000.00	\$5,000.00
ME	PORTLAND	2022	B22MC230003	Administrative And Planning	21A		2738	No	Completed	\$8,613.41	\$8,613.41		\$8,613.41	\$8,613.41
ME	PORTLAND	2022	B22MC230003	Administrative And Planning	21A		2739	No	Completed	\$78,462.80	\$78,462.80		\$78,462.80	\$78,462.80
Total Administrative And Planning										\$368,399.35	\$368,399.35	19.96%	\$368,399.35	\$368,399.35
ME	PORTLAND	2022	B22MC230003	Economic Development	18C	LMC	2756	No	Completed	\$48,000.00	\$48,000.00		\$48,000.00	\$48,000.00
Total Economic Development										\$48,000.00	\$48,000.00	2.60%	\$48,000.00	\$48,000.00
ME	PORTLAND	2022	B22MC230003	Housing	14A	LMH	2767	No	Open	\$15,000.00	\$0.00		\$15,000.00	\$0.00
Total Housing										\$15,000.00	\$0.00	0.00%	\$15,000.00	\$0.00
ME	PORTLAND	2022	B22MC230003	Public Improvements	03M	LMC	2766	No	Open	\$67,687.00	\$0.00		\$67,687.00	\$0.00
ME	PORTLAND	2022	B22MC230003	Public Improvements	16B	SBS	2770	No	Open	\$20,000.00	\$0.00		\$20,000.00	\$0.00
ME	PORTLAND	2022	B22MC230003	Public Improvements	16B	SBS	2771	No	Open	\$78,185.00	\$38,333.32		\$78,185.00	\$38,333.32
Total Public Improvements										\$165,872.00	\$38,333.32	2.08%	\$165,872.00	\$38,333.32
ME	PORTLAND	2022	B22MC230003	Public Services	03T	LMC	2740	No	Completed	\$58,004.10	\$58,004.10		\$58,004.10	\$58,004.10
ME	PORTLAND	2022	B22MC230003	Public Services	03T	LMC	2741	No	Completed	\$30,368.00	\$30,368.00		\$30,368.00	\$30,368.00
ME	PORTLAND	2022	B22MC230003	Public Services	03T	LMC	2754	No	Completed	\$28,470.00	\$28,470.00		\$28,470.00	\$28,470.00
ME	PORTLAND	2022	B22MC230003	Public Services	05P	LMC	2749	No	Completed	\$113,880.00	\$113,880.00		\$113,880.00	\$113,880.00
ME	PORTLAND	2022	B22MC230003	Public Services	05I	LMA	2755	No	Completed	\$150,000.00	\$150,000.00		\$150,000.00	\$150,000.00
ME	PORTLAND	2022	B22MC230003	Public Services	05L	LMC	2750	Yes	Completed	\$21,846.70	\$21,846.70		\$21,846.70	\$21,846.70
ME	PORTLAND	2022	B22MC230003	Public Services	05W	LMC	2753	No	Completed	\$32,266.00	\$32,266.00		\$32,266.00	\$32,266.00
ME	PORTLAND	2022	B22MC230003	Public Services	05X	LMC	2746	No	Completed	\$42,705.00	\$42,705.00		\$42,705.00	\$42,705.00
ME	PORTLAND	2022	B22MC230003	Public Services	05X	LMC	2752	No	Completed	\$85,410.00	\$85,410.00		\$85,410.00	\$85,410.00
ME	PORTLAND	2022	B22MC230003	Public Services	05Z	LMC	2751	No	Completed	\$23,725.00	\$23,725.00		\$23,725.00	\$23,725.00
Total Public Services										\$586,674.80	\$586,674.80	31.78%	\$586,674.80	\$586,674.80

CARES Related Public Services	\$21,846.70	\$21,846.70	1.18%	\$21,846.70	\$21,846.70
Non CARES Related Public Services	\$564,828.10	\$564,828.10	30.60%	\$564,828.10	\$564,828.10
Total 2022 - CDBG	\$1,183,946.15	\$1,041,407.47	56.42%	\$1,183,946.15	\$1,041,407.47
Total 2022	\$1,183,946.15	\$1,041,407.47	56.42%	\$1,183,946.15	\$1,041,407.47
Grand Total	\$1,183,946.15	\$1,041,407.47	56.42%	\$1,183,946.15	\$1,041,407.47



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PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	1,771,823.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	1,771,823.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,653,205.55
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	12,086.11
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,665,291.66
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	106,531.34

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,653,205.55
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	1,653,205.55
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,653,205.55
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,160,706.78
17 CDBG-CV GRANT	1,771,823.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	65.51%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	12,086.11
20 CDBG-CV GRANT	1,771,823.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.68%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	22	2748	6724617	Preble St. Food Programs CV 22-23	05W	LMC	\$18,230.10
			6765120	Preble St. Food Programs CV 22-23	05W	LMC	\$34,726.13
			6800416	Preble St. Food Programs CV 22-23	05W	LMC	\$18,043.77
	34	2614	6486984	Portland Summer Camp Parks and Rec Camp Waiver	03M	LMC	\$25,078.00
		2691	6587821	Parks & Rec Summer Camp Waiver	03M	LMC	\$16,534.53
	35	2645	6418194	Wayside Agency Wide CV Response	05W	LMC	\$9,756.53
			6426200	Wayside Agency Wide CV Response	05W	LMC	\$4,692.53
			6445352	Wayside Agency Wide CV Response	05W	LMC	\$15,550.94
		2650	6426200	Preble Street CV Food Program	05W	LMC	\$5,200.00
		2651	6426200	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$4,354.83
			6457475	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$3,112.78
			6486984	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$5,759.36
			6522642	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$4,415.35
			6536294	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$2,157.68
		2652	6445352	Amistad CV Food Assistance	05W	LMC	\$18,610.00
			6457475	Amistad CV Food Assistance	05W	LMC	\$51,374.36
			6486984	Amistad CV Food Assistance	05W	LMC	\$25,477.72
			6536294	Amistad CV Food Assistance	05W	LMC	\$24,537.92
	36	2619	6408682	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$86,996.43
			6418194	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$236,077.42
			6426200	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$162,618.69
			6445352	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$15,194.93
	37	2680	6654661	Milestone CV Shelter Assistance	03T	LMC	\$20,000.00
	38	2621	6445352	Amistad Peer Outreach Program CV	05O	LMC	\$17,586.00
			6457475	Amistad Peer Outreach Program CV	05O	LMC	\$19,528.65
			6486984	Amistad Peer Outreach Program CV	05O	LMC	\$18,020.62
			6536294	Amistad Peer Outreach Program CV	05O	LMC	\$19,864.73
	39	2622	6408682	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$20,544.48
			6418194	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$42,899.22
			6426200	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$14,998.89
			6445352	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$7,934.38
			6457475	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$32,249.21
			6486984	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$80,001.65
			6522642	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$24,780.75
			6536294	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$8,551.80
			6574209	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$10,426.99
			6587821	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$20,090.95



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	39	2622	6654661	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$17,453.47
			6674226	COVID-19 Microenterprise Grant Program	18C	LMCMC	\$2,500.00
	40	2655	6486984	WSG - Doc Fore	18A	LMJ	\$2,735.70
		2656	6486984	WSG - Tiqa	18A	LMJ	\$9,169.00
		2658	6486984	WSG - Chaval	18A	LMJ	\$9,169.00
		2659	6486984	WSG - Duck Fat	18A	LMJ	\$8,706.25
			6522642	WSG - Duck Fat	18A	LMJ	\$462.75
		2660	6486984	WSG - Evo Kitchen and Bar	18A	LMJ	\$9,169.00
		2661	6522642	WSG - Liquid Riot	18A	LMJ	\$9,169.00
		2662	6522642	WSG - Novare Res	18B	LMJ	\$9,169.00
		2663	6486984	WSG - Old Port Sea Grill	18A	LMJ	\$9,169.00
		2666	6486984	WSG - Hunt and Alpine Club	18A	LMJ	\$1,904.79
			6522642	WSG - Hunt and Alpine Club	18A	LMJ	\$7,264.21
		2667	6486984	WSG - Terlingua	18A	LMJ	\$8,172.36
			6522642	WSG - Terlingua	18A	LMJ	\$996.64
		2668	6522642	WSG - Red Sea	18A	LMJ	\$3,771.75
		2670	6522642	WSG - Maine Loire	18A	LMJ	\$9,169.00
	41	2654	6522642	COVID-19 FYI Initiative Expansion	05X	LMC	\$2,803.00
			6574209	COVID-19 FYI Initiative Expansion	05X	LMC	\$746.00
			6674226	COVID-19 FYI Initiative Expansion	05X	LMC	\$3,951.00
	42	2692	6724617	CDBG-CV Public Bathroom Pilot - Deering Oak	03Z	LMA	\$23,419.00
		2704	6724617	CDBG-CV Public Bathroom Pilot - Fox St	03Z	LMA	\$23,419.00
		2705	6724617	CDBG-CV Public Bathroom Pilot - Eastern Prom	03Z	LMA	\$23,419.00
	43	2693	6574209	CV - Mobil Medical Outreach	05M	LMC	\$15,000.00
			6587821	CV - Mobil Medical Outreach	05M	LMC	\$26,431.46
			6654661	CV - Mobil Medical Outreach	05M	LMC	\$25,459.95
			6674226	CV - Mobil Medical Outreach	05M	LMC	\$8,108.59
	44	2688	6574209	Amistad POW 21-22	05O	LMC	\$20,799.57
			6587821	Amistad POW 21-22	05O	LMC	\$20,000.00
			6654661	Amistad POW 21-22	05O	LMC	\$19,590.68
			6674226	Amistad POW 21-22	05O	LMC	\$19,609.75
	45	2689	6574209	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$10,000.00
			6587821	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$17,586.31
			6654661	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$12,413.69
	46	2690	6574209	Preble St Food Programs 21-22	05W	LMC	\$16,062.00
			6587821	Preble St Food Programs 21-22	05W	LMC	\$16,798.64
			6654661	Preble St Food Programs 21-22	05W	LMC	\$16,840.86
			6674226	Preble St Food Programs 21-22	05W	LMC	\$5,298.50
	48	2759	6724617	Amistad Day Space CV	05X	LMC	\$23,879.31
2020	26	2750	6724617	Catherine Morrill Voucher CV	05L	LMC	\$9,916.20
			6765120	Catherine Morrill Voucher CV	05L	LMC	\$27,523.80
Total							\$1,653,205.55

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	22	2748	6724617	Preble St. Food Programs CV 22-23	05W	LMC	\$18,230.10
			6765120	Preble St. Food Programs CV 22-23	05W	LMC	\$34,726.13
			6800416	Preble St. Food Programs CV 22-23	05W	LMC	\$18,043.77
	35	2645	6418194	Wayside Agency Wide CV Response	05W	LMC	\$9,756.53
			6426200	Wayside Agency Wide CV Response	05W	LMC	\$4,692.53
			6445352	Wayside Agency Wide CV Response	05W	LMC	\$15,550.94
		2650	6426200	Preble Street CV Food Program	05W	LMC	\$5,200.00
		2651	6426200	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$4,354.83
			6457475	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$3,112.78
			6486984	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$5,759.36
			6522642	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$4,415.35
			6536294	TTD CV Emergency Shelter for Victims of Domestic Violence	05G	LMC	\$2,157.68
		2652	6445352	Amistad CV Food Assistance	05W	LMC	\$18,610.00



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
PORTLAND, ME

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	35	2652	6457475	Amistad CV Food Assistance	05W	LMC	\$51,374.36
			6486984	Amistad CV Food Assistance	05W	LMC	\$25,477.72
			6536294	Amistad CV Food Assistance	05W	LMC	\$24,537.92
	36	2619	6408682	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$86,996.43
			6418194	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$236,077.42
			6426200	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$162,618.69
			6445352	Portland CARES Emergency Assistance Payment Program	05Q	LMC	\$15,194.93
	37	2680	6654661	Milestone CV Shelter Assistance	03T	LMC	\$20,000.00
	38	2621	6445352	Amistad Peer Outreach Program CV	05O	LMC	\$17,586.00
			6457475	Amistad Peer Outreach Program CV	05O	LMC	\$19,528.65
			6486984	Amistad Peer Outreach Program CV	05O	LMC	\$18,020.62
			6536294	Amistad Peer Outreach Program CV	05O	LMC	\$19,864.73
	41	2654	6522642	COVID-19 FYI Initiative Expansion	05X	LMC	\$2,803.00
			6574209	COVID-19 FYI Initiative Expansion	05X	LMC	\$746.00
			6674226	COVID-19 FYI Initiative Expansion	05X	LMC	\$3,951.00
	43	2693	6574209	CV - Mobil Medical Outreach	05M	LMC	\$15,000.00
			6587821	CV - Mobil Medical Outreach	05M	LMC	\$26,431.46
			6654661	CV - Mobil Medical Outreach	05M	LMC	\$25,459.95
			6674226	CV - Mobil Medical Outreach	05M	LMC	\$8,108.59
	44	2688	6574209	Amistad POW 21-22	05O	LMC	\$20,799.57
			6587821	Amistad POW 21-22	05O	LMC	\$20,000.00
			6654661	Amistad POW 21-22	05O	LMC	\$19,590.68
			6674226	Amistad POW 21-22	05O	LMC	\$19,609.75
	45	2689	6574209	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$10,000.00
			6587821	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$17,586.31
			6654661	Greater Portland Family Promise Homeless Prevention	05X	LMC	\$12,413.69
	46	2690	6574209	Preble St Food Programs 21-22	05W	LMC	\$16,062.00
			6587821	Preble St Food Programs 21-22	05W	LMC	\$16,798.64
			6654661	Preble St Food Programs 21-22	05W	LMC	\$16,840.86
			6674226	Preble St Food Programs 21-22	05W	LMC	\$5,298.50
	48	2759	6724617	Amistad Day Space CV	05X	LMC	\$23,879.31
2020	26	2750	6724617	Catherine Morrill Voucher CV	05L	LMC	\$9,916.20
			6765120	Catherine Morrill Voucher CV	05L	LMC	\$27,523.80
Total							\$1,160,706.78

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	33	2627	6408682	CDBG-CV Admin	21A		\$7,070.41
			6418194	CDBG-CV Admin	21A		\$2,716.99
			6426200	CDBG-CV Admin	21A		\$1,500.00
			6445352	CDBG-CV Admin	21A		\$83.60
			6654661	CDBG-CV Admin	21A		\$715.11
Total							\$12,086.11

PR26 - Activity Summary by Selected Grant

Date Generated: 08/23/2023

Grantee: PORTLAND

Grant Year: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994
 CARES Act Grants only

Total Grant Amount for CDBG-CV 2020 Grant year = \$1,771,823.00															
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	
ME	PORTLAND	2020	B20MW230003	Administrative And Planning	21A		2627	Yes	Completed	\$12,086.11	\$12,086.11	0.68%	\$12,086.11	\$12,086.11	
Total Administrative And Planning											\$12,086.11	\$12,086.11		\$12,086.11	\$12,086.11
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2624	Yes	Cancel	\$0.00	\$0.00		\$0.00	\$0.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2655	Yes	Completed	\$2,735.70	\$2,735.70		\$2,735.70	\$2,735.70	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2656	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2658	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2659	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2660	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2661	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2663	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2666	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2667	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2668	Yes	Completed	\$3,771.75	\$3,771.75		\$3,771.75	\$3,771.75	
ME	PORTLAND	2020	B20MW230003	Economic Development	18A	LMJ	2670	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18B	LMJ	2662	Yes	Completed	\$9,169.00	\$9,169.00		\$9,169.00	\$9,169.00	
ME	PORTLAND	2020	B20MW230003	Economic Development	18C	LMCMC	2622	Yes	Completed	\$282,431.79	\$282,431.79		\$282,431.79	\$282,431.79	
Total Economic Development										\$380,629.24	\$380,629.24	21.48%	\$380,629.24	\$380,629.24	
ME	PORTLAND	2020	B20MW230003	Public Improvements	03M	LMC	2614	Yes	Completed	\$25,078.00	\$25,078.00		\$25,078.00	\$25,078.00	
ME	PORTLAND	2020	B20MW230003	Public Improvements	03M	LMC	2691	Yes	Completed	\$16,534.53	\$16,534.53		\$16,534.53	\$16,534.53	
ME	PORTLAND	2020	B20MW230003	Public Improvements	03Z	LMA	2692	Yes	Completed	\$23,419.00	\$23,419.00		\$23,419.00	\$23,419.00	
ME	PORTLAND	2020	B20MW230003	Public Improvements	03Z	LMA	2704	Yes	Completed	\$23,419.00	\$23,419.00		\$23,419.00	\$23,419.00	
ME	PORTLAND	2020	B20MW230003	Public Improvements	03Z	LMA	2705	Yes	Completed	\$23,419.00	\$23,419.00		\$23,419.00	\$23,419.00	
Total Public Improvements										\$111,869.53	\$111,869.53	6.31%	\$111,869.53	\$111,869.53	
ME	PORTLAND	2020	B20MW230003	Public Services	03T	LMC	2680	Yes	Completed	\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00	

ME	PORTLAND	2020	B20MW230003	Public Services	05O	LMC	2651	Yes	Completed	\$19,800.00	\$19,800.00		\$19,800.00	\$19,800.00
ME	PORTLAND	2020	B20MW230003	Public Services	05L	LMC	2750	Yes	Completed	\$37,440.00	\$37,440.00		\$37,440.00	\$37,440.00
ME	PORTLAND	2020	B20MW230003	Public Services	05M	LMC	2693	Yes	Completed	\$75,000.00	\$75,000.00		\$75,000.00	\$75,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05O	LMC	2621	Yes	Completed	\$75,000.00	\$75,000.00		\$75,000.00	\$75,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05O	LMC	2688	Yes	Completed	\$80,000.00	\$80,000.00		\$80,000.00	\$80,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05O	LMC	2784	Yes	Open	\$106,531.00	\$0.00		\$106,531.00	\$0.00
ME	PORTLAND	2020	B20MW230003	Public Services	05O	LMC	2619	Yes	Completed	\$500,887.47	\$500,887.47		\$500,887.47	\$500,887.47
ME	PORTLAND	2020	B20MW230003	Public Services	05W	LMC	2645	Yes	Completed	\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05W	LMC	2650	Yes	Completed	\$5,200.00	\$5,200.00		\$5,200.00	\$5,200.00
ME	PORTLAND	2020	B20MW230003	Public Services	05W	LMC	2652	Yes	Completed	\$120,000.00	\$120,000.00		\$120,000.00	\$120,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05W	LMC	2690	Yes	Completed	\$55,000.00	\$55,000.00		\$55,000.00	\$55,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05W	LMC	2748	Yes	Completed	\$71,000.00	\$71,000.00		\$71,000.00	\$71,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05X	LMC	2654	Yes	Completed	\$7,500.00	\$7,500.00		\$7,500.00	\$7,500.00
ME	PORTLAND	2020	B20MW230003	Public Services	05X	LMC	2689	Yes	Completed	\$40,000.00	\$40,000.00		\$40,000.00	\$40,000.00
ME	PORTLAND	2020	B20MW230003	Public Services	05X	LMC	2747	Yes	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
ME	PORTLAND	2020	B20MW230003	Public Services	05X	LMC	2759	Yes	Completed	\$23,879.31	\$23,879.31		\$23,879.31	\$23,879.31
CARES Related Public Services										\$1,267,237.78	\$1,160,706.78	65.51%	\$1,267,237.78	\$1,160,706.78
Total 2020 - CDBG-CV										\$1,771,822.66	\$1,665,291.66	93.99%	\$1,771,822.66	\$1,665,291.66
Total 2020										\$1,771,822.66	\$1,665,291.66	93.99%	\$1,771,822.66	\$1,665,291.66
Grand Total										\$1,771,822.66	\$1,665,291.66	93.99%	\$1,771,822.66	\$1,665,291.66

ESG SAGE Reports

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HUD ESG CAPER

Report: CAPER

Period: 7/1/2022 - 6/30/2023

Your user level here: Data Entry and Account Admin

Contains all user-entered forms and aggregate CAPER-CSV data.

Report Date Range

7/1/2022 to 6/30/2023

Contact Information

First Name	Aaron
Middle Name	
Last Name	Geyer
Suffix	
Title	Social Services Director
Street Address 1	39 Forest Ave.
Street Address 2	
City	Portland
State	Maine
ZIP Code	04101
E-mail Address	aeg@portlandmaine.gov
Phone Number	(207)482-5131
Extension	
Fax Number	

Project types carried out during the program year

Components	Projects	Total Persons Reported	Total Households Reported
Emergency Shelter	1	259	76
Day Shelter	0	0	0
Transitional Housing	0	0	0
Total Emergency Shelter Component	1	259	76
Total Street Outreach	0	0	0
Total PH - Rapid Re-Housing	1	39	38
Total Homelessness Prevention	1	9	8

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Grant Information

Emergency Shelter Rehab/Conversion

Did you create additional shelter beds/units through an ESG-funded rehab project	No
Did you create additional shelter beds/units through an ESG-funded conversion project	No

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Data Participation Information

Are there any funded projects, except HMIS or Admin, which are not listed on the Project Links and Uploads form? This includes projects in the HMIS and from VSP No

Project Outcomes

Project outcomes are required for all CAPERS where the program year start date is 1-1-2021 or later. This form replaces the narrative in CR-70 of the eCon Planning Suite.

From the Action Plan that covered ESG for this reporting period copy and paste or retype the information in Question 5 on screen AP-90: "Describe performance standards for evaluating ESG."

"The performance of the Prevention goal of the Rapid Re-Housing/Prevention Client Navigation Program will be evaluated based on the number of individuals assisted that would have entered the shelter system "but for" the assistance provided by the City of Portland staff. The performance standards for the Prevention goal of the program are ensuring that: 1) services are provided to 20 people per year; 2) 100% of clients are assessed for barriers that threaten housing stability and provided with an overview of mainstream resources; 3) 50% of clients assessed are referred to appropriate mainstream resources; 4) 100% of clients receiving financial assistance receive assistance with housing location and receive follow up services for 3 months."

Based on the information from the Action Plan response previously provided to HUD:

1. Briefly describe how you met the performance standards identified in A-90 this program year. If they are not measurable as written type in N/A as the answer:

We exceeded our performance goal of assisting 20 guests, within RRH and Prevention, as we served 48 individuals this year. We used a more methodical approach to navigate our way through the end of the pandemic utilizing creative solutions and best practices that had been established. We identified resources and completed General Assistance applications for all clients. General Assistance is a State of Maine program, which is mandated to be operated at the municipal level, GA acts as the safety net program and can help with housing and basic needs when no other program is able. In addition to the Ga applications for all guests we make referrals to mainstream resources. During the middle of the program year, we opened our new purpose built Homeless Services Center. This new 208 bed facility on a 7 acre campus was a welcomed addition in our quest to provide more comprehensive wrap around services. The 53,000 sq. ft facility contains a 3,000 Sq ft. FQHC operated by Greater Portland Health. The new facility allows for community partners to use space on site to provide services and we have built in an array of services that were previously limited due to lack of space. These services have afforded guests with a variety of opportunities to meet their needs. We continue to follow up with each guest to ensure housing stability is met and we partner and connect guests to healthcare services to ensure health needs are met.

2. Briefly describe what you did not meet and why. If they are not measurable as written type in N/A as the answer:

N/A

OR

3. If your standards were not written as measurable, provide a sample of what you will change them to in the future? If they were measurable and you answered above type in N/A as the answer.

N/A

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Financial Information

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CAPER

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ESG Information from IDIS

As of 9/8/2023

FY	Grant Number	Current Authorized Amount	Funds Committed By Recipient	Funds Drawn	Balance Remaining	Obligation Date	Expenditure
2022	E22MC230003	\$163,813.00	\$163,813.00	\$82,707.98	\$81,105.02	8/19/2022	8/19/2024
2021	E21MC230003	\$164,857.00	\$164,857.00	\$164,857.00	\$0	8/9/2021	8/9/2023
2020	E20MC230003	\$166,383.00	\$166,383.00	\$166,383.00	\$0	7/8/2020	7/8/2022
2019	E19MC230003	\$160,873.00	\$160,873.00	\$160,873.00	\$0	8/13/2019	8/13/2021
2018	E18MC230003	\$157,131.00	\$157,131.00	\$157,131.00	\$0	8/22/2018	8/22/2020
2017	E17MC230003	\$161,280.00	\$161,280.00	\$161,280.00	\$0	10/19/2017	10/19/2019
2016	E16MC230003	\$161,232.00	\$161,232.00	\$161,232.00	\$0	7/22/2016	7/22/2018
2015	E15MC230003	\$161,834.00	\$161,834.00	\$161,834.00	\$0	7/17/2015	7/17/2017
Total		\$1,570,898.00	\$1,570,898.00	\$1,489,792.98	\$81,105.02		

Expenditures	2022 Yes	2021 No	2020 No	2019 No	2018 No	2017 No
FY2022 Annual ESG Funds for						
Homelessness Prevention						
Non-COVID						
Rental Assistance	0.00					
Relocation and Stabilization Services - Financial Assistance	0.00					
Relocation and Stabilization Services - Services	16,363.00					
Hazard Pay (unique activity)						
Landlord Incentives (unique activity)						
Volunteer Incentives (unique activity)						
Training (unique activity)						
Homeless Prevention Expenses	16,363.00					
FY2022 Annual ESG Funds for						
Rapid Re-Housing						
Non-COVID						
Rental Assistance	0.00					
Relocation and Stabilization Services - Financial Assistance	0.00					
Relocation and Stabilization Services - Services	55,064.00					
Hazard Pay (unique activity)						
Landlord Incentives (unique activity)						
Volunteer Incentives (unique activity)						
Training (unique activity)						
RRH Expenses	55,064.00					
FY2022 Annual ESG Funds for						
Emergency Shelter						
Non-COVID						
Essential Services	82,216.00					
Operations	0.00					
Renovation	0.00					
Major Rehab	0.00					
Conversion	0.00					
Hazard Pay (unique activity)						
Volunteer Incentives (unique activity)						
Training (unique activity)						
Emergency Shelter Expenses	82,216.00					
FY2022 Annual ESG Funds for						
Temporary Emergency Shelter						
Non-COVID						
Essential Services						
Operations						
Leasing existing real property or temporary structures						

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Acquisition	
Renovation	
Hazard Pay <i>(unique activity)</i>	
Volunteer Incentives <i>(unique activity)</i>	
Training <i>(unique activity)</i>	
Other Shelter Costs	
Temporary Emergency Shelter Expenses	
	FY2022 Annual ESG Funds for
Street Outreach	Non-COVID
Essential Services	0.00
Hazard Pay <i>(unique activity)</i>	0.00
Volunteer Incentives <i>(unique activity)</i>	0.00
Training <i>(unique activity)</i>	0.00
Handwashing Stations/Portable Bathrooms <i>(unique activity)</i>	0.00
Street Outreach Expenses	0.00
	FY2022 Annual ESG Funds for
Other ESG Expenditures	Non-COVID
Cell Phones - for persons in CoC/YHDP funded projects <i>(unique activity)</i>	
Coordinated Entry COVID Enhancements <i>(unique activity)</i>	
Training <i>(unique activity)</i>	
Vaccine Incentives <i>(unique activity)</i>	
HMIS	0.00
Administration	0.00
Other Expenses	0.00
	FY2022 Annual ESG Funds for
	Non-COVID
Total Expenditures	153,643.00
Match	1,251,159.00
Total ESG expenditures plus match	1,404,802.00

Total expenditures plus match for all years

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Sources of Match

	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Total regular ESG plus COVID expenditures brought forward	\$153,643.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ESG used for COVID brought forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ESG used for regular expenses which requires a match	\$153,643.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Match numbers from financial form	\$1,251,159.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Match Percentage	814.32%	0%	0%	0%	0%	0%	0%	0%

Match Source	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Other Non-ESG HUD Funds	0.00							
Other Federal Funds	0.00							
State Government	0.00							
Local Government	1,251,159.00							
Private Funds	0.00							
Other	0.00							
Fees	0.00							
Program Income	0.00							
Total Cash Match	1,251,159.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Cash Match	0.00							
Total Match	1,251,159.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HOME PI

PR09		8/22/2023		*Data Only Provided for Time Period Queried 07-01-2022 to 08-23-2023 (today)											
PY	Program	Associated Grant Number	Fund Type	Voucher		Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Receipted/Drawn Amount		Reporting Period 10/1/2022 - 9/30/2023				
				Trx	Created						Beg Balance	Receipt	Exp	TBRA	Ending Balance
2020	HOME	M20DC230200	PA	DRAWS	12/21/2022	PY	10	2757	16,194.00					16,194.00	
				DRAWS	04/24/2023	PY	23	2708	65,702.70			65,702.70	65,702.70		
				DRAWS	05/11/2023	PY	23	2708	1,995.65			1,995.65	1,995.65		
				DRAWS	07/12/2023	PY	23	2708	5,123.25			5,123.25	5,123.25		
2021	HOME	M21DC230200	HP												
2022	HOME	M22DC230200	HP	RECEIPTS	09/27/2022		34	2648	10,755.87	Not included in last year's CAPER		10,755.87			
				RECEIPTS	04/24/2023		23	2708	65,702.70			65,702.70			
				RECEIPTS	05/11/2023		23	2708	1,995.65			1,995.65			
2022	HOME	M22DC230200	HP												
2023	HOME	M23DC230200		RECEIPTS	07/12/2023		23	2708	5,123.25			5,123.25			
											581,220.00	83,577.47	89,815.60	72,821.60	575,761.87

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: July 17, 2023

SUBJECT: Order 256-22/23 Adopting Development Program for the Portland Tourism Municipal Development District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Housing and Economic Development Committee (HEDC) meeting held on April 25, 2023, the vote was 3-1 (Rodriguez) to forward this to the City Council for approval, with Councilor Phillips noting that she favors sending this to the City Council for discussion and would confirm her vote yes or no at that meeting.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 6/26/2023

Final

Action 9/6/2023

Can action be taken at a later date: No The September 6, 2023, public hearing will be advertised in the Portland Press Herald on August 25, 2023.

Does this item involve a new contract with the City: Yes, and Corporation Counsel has reviewed and approved.

PRESENTATION: Mary Davis/5 Minutes

I. SUMMARY

Lynn Tillotson, Executive Director of the Greater Portland Convention and Visitors Bureau, d/b/a Visit Portland (VP), is requesting the City of Portland create a municipal development district for the tourism industry, i.e., a "Portland Tourism Development District (PTDD)", funded by assessments imposed on non-seasonal Portland area lodging properties with 40 or more rooms.

II. AGENDA DESCRIPTION

The budget for Portland Tourism Development District (PTDD), as submitted by Visit Portland for FY2024 at \$2,589,071, would be funded largely from special assessments on all Portland area lodging properties with 40 or more rooms. The revenue raised through the special assessment would fund the PTDD development program expenses for FY2024. The assessment rate is based on a calendar year average short term room rental occupancy percentage and average daily rate multiplied by 1.5%, which is equal to one and one-half percent 1.5% of annual gross short-term room rental revenues. Estimated assessments for each individual lodging house would be established based on a formula using 2022 Smith Travel Report (STR) average daily room rate in Portland hotels ranging from \$146 to \$269 per night, and occupancy rate ranging from 69% to 70% based on standard industry hotel classifications, times 1.5% assessment rate. The City will collect 10% of the assessment for its administrative purposes.

Example Formula: Number of Rooms x 365 = Number of Rooms/Year x Occupancy Rate of 72.1% x Average Daily Room Rate (ADR) of \$227.66 x 1.5% (Assessment Rate).

NOTE: Subsequent to the first reading on June 26, 2023, the terms of the district have been amended and the amendment is in the back-up material. The amendment, if approved, would: change the start date to January 1, 2024; limit assessments to only non-seasonal lodging properties with 40 or more rooms; base the

assessment rate on a formula using June 2023 Smith Travel Report (STR) U.S. average daily room rate per hotel classification ranging from \$77 to \$379 per night and an occupancy rate of 50% multiplied by a 1.5% assessment fee; and implement the district in the 2nd half of FY2024 (Jan.-June) with an approximate budget of \$754,369, with the City receiving a 10% administrative fee.

At the Housing and Economic Development Committee meeting held on April 25, 2023, the vote was 3-1 (Rodriguez) to forward this to the City Council for approval, with Councilor Phillips noting that she favors sending this to the City Council for discussion and would confirm her vote yes or no at that meeting.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

At the HEDC meetings, VP indicated a need for the PTDD as they are underfunded compared with other Destination Marketing Organizations (DMO), the majority of which are funded by lodging taxes and/or tourism improvement districts. Historically, VP has been largely funded by annual membership dues and advertising revenue. VP reported that their current annual budget is less than half-a-million dollars but pre-pandemic budgets exceeded \$1M. Other DMOs of similar size to VP, based on Portland's hotel room count of approximately 3,600, have operating budgets of anywhere from \$2.3 Million to \$14 Million.

HOW WE COMPARE

Below is a sample of destinations with a similar amount of hotel inventory as the City of Portland and Greater Portland.

(Chart organized by budget size, Budgets pre-covid)

DESTINATION	DMO BUDGET	HOTEL ROOM COUNT	\$\$ PER AVAIL. ROOM	TID
COMPARABLE TO CITY OF PORTLAND ROOM COUNT (3,574)				
Visit Portland	\$996,000	3,574	N/A	
Bradenton, FL	\$14.2 million	4,000	\$3,550	
Napa Valley, CA	\$13.9 million	4,900	\$2,837	☒
Sioux Falls, SD	\$4.4 million	4,000	\$1,100	
Newport, RI	\$4.1 million	4,100	\$1,000	☒
Billings, MT	\$3.1 million	4,500	\$689	☒
Newark, NJ	\$2.3 million	4,000	\$575	☒
COMPARABLE TO GREATER PORTLAND REGION ROOM COUNT (6,978)				
Visit Portland	\$996,000	6,978	\$164	
Asheville, NC	\$20 million	7,965	\$2,511	
Charleston, SC	\$17.4 million	6,408	\$2,715	
Mammoth Lakes, CA	\$13 million	5,000	\$2,600	☒
Santa Barbara, CA	\$9.1 million	5,340	\$1,704	☒
Galveston, TX	\$7 million	5,100	\$1,373	
Spokane, WA	\$6.5 million	6,607	\$984	☒
Providence, RI	\$4.2 million	5,500	\$764	
Boise, ID	\$2.2 million	6,000	\$367	

In order to be sustainable, VP is requesting this PTDD. VP has provided a draft budget for the second half FY2024 of approximately \$754,369.

In consultation with Corporation Counsel's office and outside counsel, a PTDD could be established using

assessments similar to Portland Downtown District (PDD). An assessment would be placed on non-seasonal lodging houses with 40 or more rooms, making up the PTDD, at 1.5% per room sold. The larger lodging houses in the PTDD were identified due to the programming that would occur through the PTDD for leisure, meetings, and conferences. Using data of the US Average Daily Rate per hotel classification from June 2023 Smith Travel Report (STR), it is estimated that an assessment rate of 1.5% per room sold would bring in an estimated \$756,000 in assessments for the second half of FY2024. The City's administrative fee would be 10% of assessments collected or \$75,600, which would net VP an estimated \$680,000 for the second half FY2024. See attached listing of the lodging houses and estimated assessments.

With the PTDD in place, VP has indicated it would have sustainable funding to keep Portland competitive as a tourist and convention destination and provide assurances for additional marketing efforts needed during seasonal or economic downturns. VP would target national audiences and capitalize on growth markets to drive high value, overnight, shoulder season travel to the area, and solidify Portland as a year-round destination. This, in turn, would bolster hotels, restaurants, and retail establishments, their employees, and the multitude of local business contracts needed to run these establishments.

VP indicated that it would be able to track results and show a return on investment as a result of the PTDD.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result would be for the Portland City Council to approve the PTDD in a similar fashion as it does annually for the PDD, which would include approving the Annual Agreement, Assessment Fee, and Development Program.

V. FINANCIAL IMPACT

Because of the 10% administrative fee to be retained by the City, negotiated and agreed upon by both parties, there is no financial impact to the City. Administrative fees are intended to cover staff costs associated with the administration of the program, as well as provide funding for City infrastructure needs impacted by increased tourism, including but not limited to, new public restrooms and maintenance, new trash receptacles and maintenance, public benches, and transportation.

At the September 2022 HEDC meeting, staff discussed a potential impact to the City's future TIF capacity. If approved, this project would utilize 19% of the City's remaining TIF capacity (45.4 acres out of 240 remaining). There was a concern that this would limit the City's capacity for future affordable housing TIF's, transit oriented TIF's, area wide TIF's etc.

Since November 2017, the only TIF districts approved by the City Council have been AHTIF districts. There are 17 active AHTIF districts in Portland with a combined total acreage of 14.9936 (average of .882/district). Only four of the 17 districts are one acre or more. The two largest districts are Portland Housing Authority projects (Front Street 3.94 and Washington Gardens 3.6099). The two smallest districts are 0.220 and 0.230 acres.

The City has three area-wide TIF districts – Downtown Transit Oriented Development (TOD) TIF, Waterfront TIF, and the Bayside TIF. Transit Oriented Development (TOD) and Downtown TIF Districts are exempt from state limitations. The downtown area of the city is the city's economic engine. Most of the downtown is already located within an area-wide TIF district.

Based on this information, staff is no longer concerned with the potential impact to the acreage limitation if the PTDD was approved.

VI. STAFF ANALYSIS AND BACKGROUND

Based upon meetings and discussions, terms for the proposed PTDD are recommended by staff as follows:

Agreement Period: Term of the agreement should be one year based on Fiscal Year, and approved annually by the City Council, similar as to how the PDD is approved annually.

Assessment Rate and City's Administrative Fee: The assessment rate will be one and one-half percent (1.5%) per room sold, and the City's administrative fee would be 10% of the assessment. Assessments for each individual lodging house would be established based on the following formula example:

(Number of Rooms x 365 = Number of Rooms/Year) x Occupancy of 50% x Average Daily Room Rate (ADR) of \$77.00 (Economy Classification example) x 1.5% (Assessment Rate) divided by 2 for half of FY2024.

Example/Economy Classification:

100 Rooms x 365 = 36,500
36,500 x 50% = 18,250
18,250 x \$77.00 = \$1,405,250
\$1,405,250 x 1.5% = \$21,079
\$21,079 divided by 2 (half of FY2024) = \$10,540
\$10,540 Assessment to Hotel
City 10% Admin = \$1,054

Please see attached listing of non-seasonal lodging houses with 40 or more rooms, and, with an assessment fee of 1.5% per room sold, it is estimated that the second half of FY2024 assessment would bring in slightly more than \$756,000. With the City's 10% administrative fee of assessments collected, this would yield \$75,600 to the City, and net VP \$680,500 for the second half of FY2024.

The estimated assessment fees (\$756,000) are based on the estimated number of rooms sold. The occupancy percentage of 50% was recommended by VP and Average Daily Room Rate in these estimates was determined using data US Average Daily Rate from the Smith Travel Research (STR) June 2023 Report. The STR 2023 Report indicated the Average Daily Rate for June 2023 ranges from \$77 to \$379 based on standard industry hotel classifications. Should the PTDD be approved, the City will identify what percentage of its 10% administrative fee would be used for administrative costs and infrastructure projects, such as public restrooms, trash receptacles, public benches, etc. after the first full year of administration.

Annual Reporting: Financial reporting will be completed after the first 6 months and at fiscal year-end; with annual reporting for each subsequent year.

The City will complete financial reporting on the 10% administrative fee at the same intervals.

VII. RECOMMENDATION

At the Housing and Economic Development Committee (HEDC), meeting held on April 25, 2023, the vote was 3-1 (Rodriguez) to forward this to the City Council for approval, with Councilor Phillips noting that she favors sending this to the City Council for discussion and would confirm her vote yes or no at that meeting.

VIII. LIST ATTACHMENTS

1. PTDD Council Order Adopting Development Program 062323
2. PTDD Development Program Cln for Council 062323
3. Amend Order 256-FY23 PTDD Adopting Development Program 9.6.23
4. Revised Redlined Dev Program for 9-6-2023 CC Mtg 8292023Fnl
5. Revised Listing of Hotels and Assessment 8-25-2023

6. Order 256 Public Comments (9.18 mtg) v3

Prepared by:

Mary Davis, Division Director

Date: 07/17/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DESIGNATING THE PORTLAND
TOURISM MUNICIPAL DEVELOPMENT DISTRICT AND
ADOPTING THE DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Act”), to designate the Portland Tourism Municipal Development District (the “District”) and to adopt a development program for the District (the “Development Program”) pursuant to the Act; and

WHEREAS, there is a need for tourism and economic development in the City; to provide continuing employment opportunities for the citizens of the City and the surrounding region; to improve and broaden the tax base of the City; and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Development Program will help to maintain and expand the existing tax revenues flowing from the District properties and improve the economy of the City and the State of Maine; and

WHEREAS, together with the consideration of the designation of the District and adoption of the Development Program, the City is considering an order establishing special assessments to fund implementation costs for the District and the Development Program and to approve an agreement with Visit Portland to administer the Development Plan; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. §5228, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the District and to adopt the Development Program for the District; and

WHEREAS, the City finds and determines that at least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S.A. §5223(3); and that the total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and

WHEREAS, this Order will allow the City to approve the assessment and its apportionment for the 2023-2024 Fiscal Year; and

WHEREAS, assessed lodging property owners in the District will receive the benefit of increased sales activity and room night revenue as a result of District services and improvements, which benefit will be equally and uniformly proportional to each property owner's assessment related to the occupancy of the hotel.

NOW THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

The City Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that any such adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the District and the adoption of the Development Program. The projects and improvements described in the Development Program will contribute to the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including employment opportunities, a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

BE IT FURTHER ORDERED, that Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the District and adopts the Development Program for fiscal year 2023-2024, all as more particularly described in the Development Program, a copy of which is attached to this Order and is hereby incorporated by reference into this Order as the Development Program for the District.

BE IT FURTHER ORDERED, that the City Manager be, and hereby is, authorized, empowered and directed to submit the designation of the District and the Development Program to DECD for its records.

BE IT FURTHER ORDERED, that the foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon approval of the designation of the District and adoption of the Development Program by the City Council, without requirement of any further action by the City, the City Council, or any other party.

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland
_____, 2023**

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 24 hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 49.05689 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 083E-E460001 (0.3736 acres), 264-A001001 (8.1401 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020-C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only supports tourism-related businesses but also the local artists, lobster/fishing community, cultural

institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the 2023-2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	FY 23-24 Cost Estimate*
<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties; • Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;	\$1,300,000

Project	FY 23-24 Cost Estimate*
• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties;	
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$400,000
C. <u>Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees. The costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Visit Portland board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$800,000
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$90,000

Project	FY 23-24 Cost Estimate*
Total	\$2,590,000

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

No public facilities or maintenance costs will be financed through the District or assessments.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 50.3947 acres of property and will begin for the 2023-2024 fiscal year with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The method and the assessment rate is based on a calendar year short term room rental occupancy percentage and Average Daily Rate (ADR), as reported by the District Property owners or, when unavailable, as reported by STR for the previous calendar year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue. Assuming a July 1, 2023 District begin date, the initial

first-year budget is based on the 2022 calendar year business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. The subsequent annual assessment will be based on the benefits received for the prior year on the parcel, as measured by assessments remitted and business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above.

Assuming a July 1, 2023 District begin date, the District is expected to have a first-year budget (FY2024) of approximately \$2,590,000 in the first year of operations, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit B** is a certified copy of the Notice of Public Hearing held on _____, 2023 in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on _____, 2023, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2023, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

EXHIBIT A BOUNDARY MAP

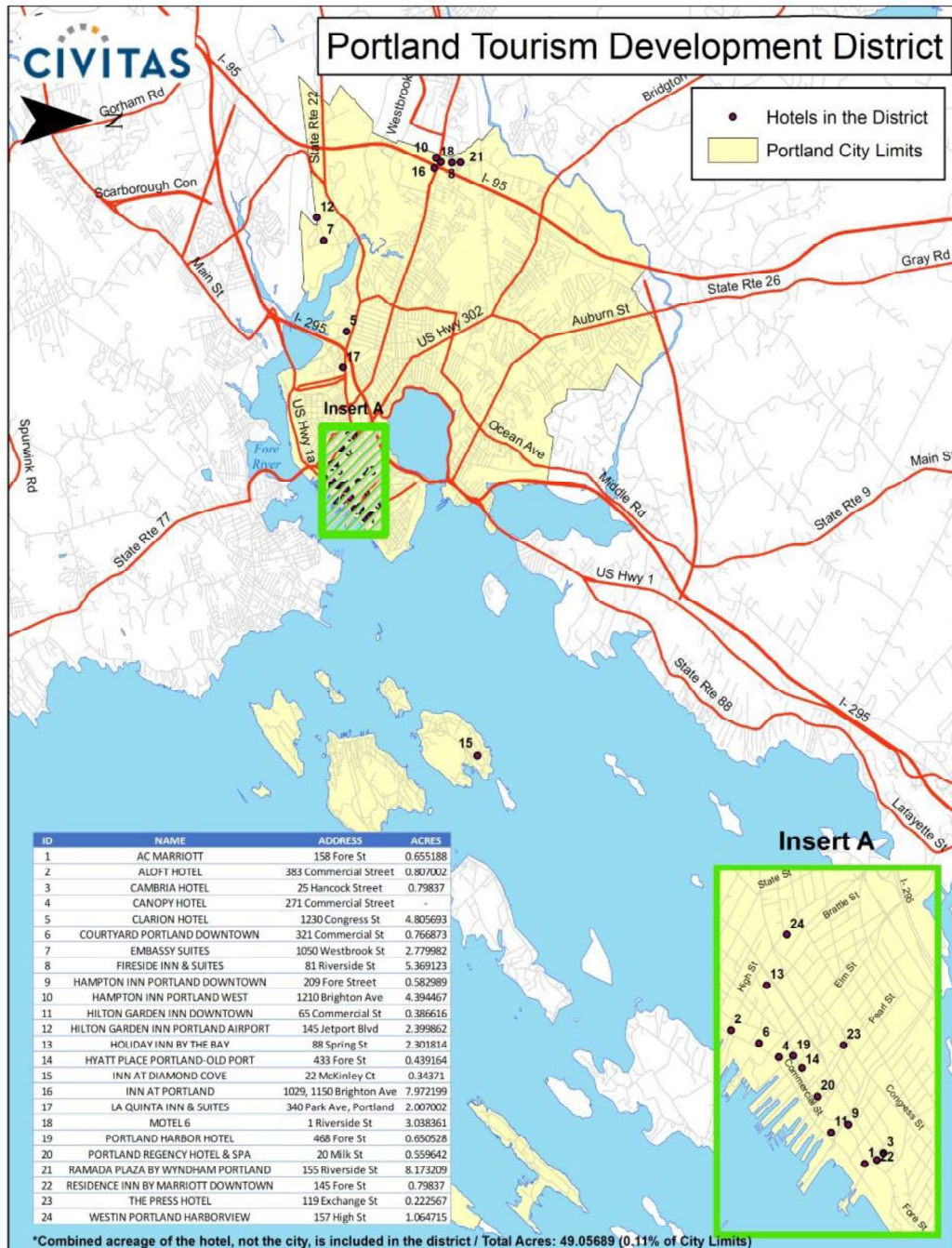


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DESIGNATING THE PORTLAND
TOURISM MUNICIPAL DEVELOPMENT DISTRICT AND
ADOPTING THE DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Act”), to designate the Portland Tourism Municipal Development District (the “District”) and to adopt a development program for the District (the “Development Program”) pursuant to the Act; and

WHEREAS, there is a need for tourism and economic development in the City; to provide continuing employment opportunities for the citizens of the City and the surrounding region; to improve and broaden the tax base of the City; and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Development Program will help to maintain and expand the existing tax revenues flowing from the District properties and improve the economy of the City and the State of Maine; and

WHEREAS, together with the consideration of the designation of the District and adoption of the Development Program, the City is considering an order establishing special assessments to fund implementation costs for the District and the Development Program and to approve an agreement with Visit Portland to administer the Development Plan; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. §5228, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the District and to adopt the Development Program for the District; and

WHEREAS, the City finds and determines that at least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S.A. §5223(3); and that the total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and

WHEREAS, this Order will allow the City to approve the assessment and its apportionment for the 2023-2024 Fiscal Year; and

WHEREAS, assessed lodging property owners in the District will receive the benefit of increased sales activity and room night revenue as a result of District services and improvements, which benefit will be equally and uniformly proportional to each property owner's assessment related to the occupancy of the hotel.

NOW THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

The City Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that any such adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the District and the adoption of the Development Program. The projects and improvements described in the Development Program will contribute to the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including employment opportunities, a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

BE IT FURTHER ORDERED, that Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the District and adopts the Development Program for fiscal year 2023-2024, all as more particularly described in the Development Program, a copy of which is attached to this Order and is hereby incorporated by reference into this Order as the Development Program for the District.

BE IT FURTHER ORDERED, that the City Manager be, and hereby is, authorized, empowered and directed to submit the designation of the District and the Development Program to DECD for its records.

BE IT FURTHER ORDERED, that the foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon approval of the designation of the District and adoption of the Development Program by the City Council, without requirement of any further action by the City, the City Council, or any other party.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION A. Acreage Caps		
1. Total municipal acreage;	12,386	
2. Acreage of proposed Municipal Development District;	50.3947	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2%	50.3947	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.4068%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	827.6469
	Proposed	50.3947
	Total:	878.0416
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	417.0408	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	431.008	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.4797%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	50.3947	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE	Lori Paulette	DATE	6/1/2023
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME			
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for Adding Portland Tourism Development District as of
6/1/2023**

6/1/2023

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
District	FY2015-16/FY2044-45	\$965,007,320	417.0408
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty	FY2023/2024/FY2052-53	\$0	1.6750
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,831,640	827.6469
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$965,007,320	-417.0408
Totals for Caps:		\$157,853,850	380.606
FY2021 Aggregate Total Value:		\$11,149,300,000	
Total Acreage for Ptld:			12,386.000
5% Allowed to be TIF'd:		\$557,465,000	619.300
Current Amounts TIF'd:		\$157,853,850	380.606
Amount Remaining that can be TIF'd:		\$399,611,150	238.694

AMENDMENT TO ORDER 256-22/23
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: AMENDED DEVELOPMENT PROGRAM

WHEREAS, the City of Portland (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Act”), to designate the Portland Tourism Municipal Development District (the “District”) and to adopt an amended development program for the District (the “Amended Development Program”) pursuant to the Act; and

WHEREAS, there is a need for tourism and economic development in the City; to provide continuing employment opportunities for the citizens of the City and the surrounding region; to improve and broaden the tax base of the City; and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Amended Development Program will help to maintain and expand the existing tax revenues flowing from the District properties and improve the economy of the City and the State of Maine; and

WHEREAS, together with the consideration of the designation of the District and adoption of the Amended Development Program, the City is considering an order establishing special assessments to fund implementation costs for the District and the Amended Development Program and to approve an agreement with Visit Portland to administer the Development Plan; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. §5228, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the District and to adopt the Amended Development Program for the District; and

WHEREAS, the City finds and determines that at least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S.A. §5223(3); and that the total area of the District does

not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and

WHEREAS, this Order will allow the City to approve the assessment and its apportionment for the 2023-2024 Fiscal Year; and

WHEREAS, assessed lodging property owners in the District will receive the benefit of increased sales activity and room night revenue as a result of District services and improvements, which benefit will be equally and uniformly proportional to each property owner's assessment related to the occupancy of the hotel.

NOW THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

The City Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that any such adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the District and the adoption of the Amended Development Program. The projects and improvements described in the Amended Development Program will contribute to the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including employment opportunities, a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

BE IT FURTHER ORDERED, that Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the District and adopts the Amended Development Program for fiscal year 2023-2024, all as more particularly described in the Amended Development Program, a copy of which is attached to this Order and is hereby incorporated by reference into this Order as the Amended Development Program for the District.

BE IT FURTHER ORDERED, that the City Manager be, and hereby is, authorized, empowered and directed to submit the designation of the District and the Amended Development Program to DECD for its records.

BE IT FURTHER ORDERED, that the foregoing designation of the District and adoption of the Amended Development Program shall automatically become final and shall take full force and effect upon approval of the designation of the District and adoption of the Amended Development Program by the City Council, without requirement of any further action by the City, the City Council, or any other party.

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland**

September 6, 2023

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes ~~23~~⁴ non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 49.05689 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), ~~083E-E460001 (0.3736 acres)~~, 264-A001001 (8.1401 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020-C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the 2023-second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	<u>2nd Half</u> FY 23 -24 Cost Estimate*
---------	--

• <u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> <u>Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers.</u> <u>Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+</u> <u>Projects may include:</u> • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$<u>1,300,000</u> <u>325,000</u>
--	--

- Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;
- Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;
- Research on current and new markets that would result in additional room night sales to assessed lodging properties

Project	<u>2nd Half</u> <u>FY 24</u> <u>Cost</u> <u>Estimate</u> <u>*FY 23-</u>
---------	--

	24 Cost- Estimate*
• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties;	
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: - Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; - Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; - Infrastructure or capital improvements, <u>including maintenance activities</u>, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; - Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$400,000 <u>30,000</u>
C. <u>District Administration</u> The administration portion of the budget shall be utilized for <u>the costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues, as well as</u> administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees <u>incurred by the City and the Development Program Manager.</u> The costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the <u>Visit Portland Development Program Manager</u> board. <u>–Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.</u>	\$800,000 <u>379,369</u>

D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$90,000 <u>20,000</u>
--	-----------------------------------

Project	<u>2nd Half</u> <u>FY 24</u> <u>Cost</u> <u>Estimate</u> <u>*FY 23-</u> <u>24</u> <u>Cost</u> <u>Estimate*</u>
Total	<u>\$2,590,000</u> <u>754,369</u>

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement

projects and maintenance activities.

~~No public facilities or maintenance costs will be financed through the District or assessments.~~

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately ~~49.3706~~ **50.3947** acres of property and will begin for the ~~2023-abbreviated~~ 2024 fiscal year January 1 – June 30, 2024, with subsequent fiscal years July 1 through June 30 of the following fiscal year with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and ~~the~~ assessment rate is based on short term room rental using the US Average, a calendar year Average Daily Rate (ADR) multiplied by short term room rental fifty-percent (50%) occupancy percentage and Average Daily Rate (ADR), as reported by STR year as reported by the District Property owners or, when

unavailable, ~~as reported by the District Property, for the previous year~~~~as reported by STR for the previous calendar fiscal~~ year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue. Assuming a ~~July 1, 2023~~ January 1, 2024 District begin date, the initial

Abbreviated first-year budget is based on 2023 January-June business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners. Abbreviated first-year budget is based on the 2022 2023 January-June calendar year business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. The subsequent annual assessment will be based on the benefits received for the prior year on the parcel, as measured by assessments remitted and business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by District Property owners, or when available, as reported by STR as outlined above.

Assuming a ~~July 1, 2023~~ January 1, 2024 District begin date, the District is expected to have a first ~~half--~~ year budget (FY2024) of approximately ~~\$2,590,000~~ 755,000 in the first ~~abbreviated~~ year of operations, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative

matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on **September 6—, 2023** in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on **September 6—, 2023**, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2023, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

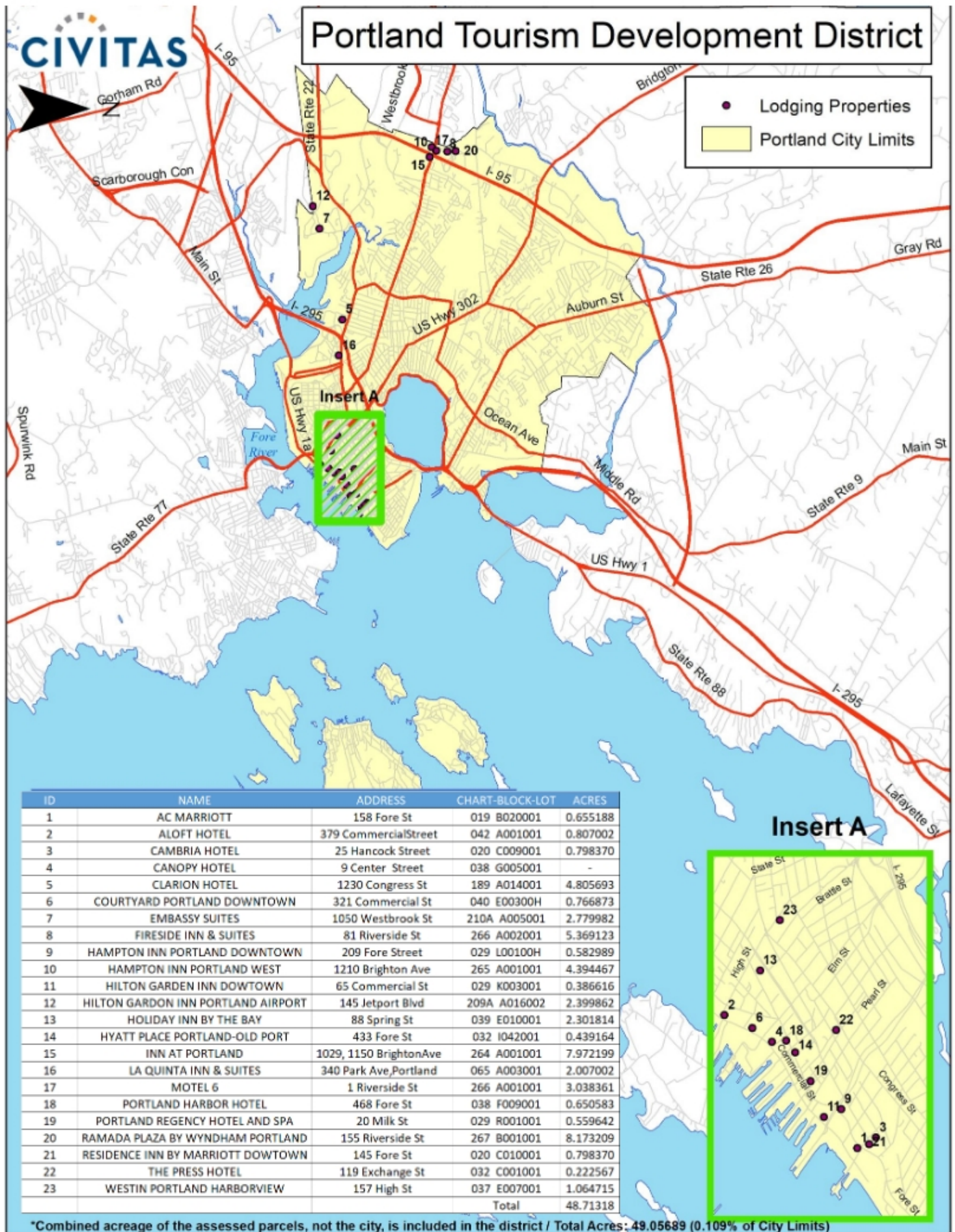


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION A. Acreage Caps		
1. Total municipal acreage;	12,386	
2. Acreage of proposed Municipal Development District;	49.3706	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2%	49.3706	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3986%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	827.6469
	Proposed	49.3706
	Total:	877.0175
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	417.0408	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	429.9767	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.4715%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	49.3706	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:	Existing	N/A
	District Name/OAV District Name/OAV District Name/OAV	Proposed	N/A
	District Name/OAV District Name/OAV District Name/OAV	Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	N/A	
	District Name/OAV District Name/OAV District Name/OAV		
	District Name/OAV District Name/OAV District Name/OAV		
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE	Lori Paulette	DATE	8/25/2023
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME			
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for Adding Portland Tourism Development District as of
6/1/2023**

6/1/2023

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF District	FY2015-16/FY2036-37	\$0	0.572
	FY2015-16/FY2044-45	\$965,007,320	417.0408
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty	FY2023/2024/FY2052-53	\$0	1.6750
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,831,640	827.6469
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$965,007,320	-417.0408
Totals for Caps:		\$157,853,850	380.606
FY2022 Aggregate Total Value:		\$12,095,550,000	
Total Acreage for Ptd:			12,386.000
5% Allowed to be TIF'd:		\$604,777,500	619.300
Current Amounts TIF'd:		\$157,853,850	380.606
Amount Remaining that can be TIF'd:		\$446,923,650	238.694

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- 8/25/2023	Address	Chart-Block-Lot	Acreage	Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2023)	Estimated Assessment for Half of FY2024, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name									
- Economy Class						50.0%	\$77.00	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384	129	47,085	23,543	\$1,812,772.50	\$13,595.79	\$1,359.58
- Midscale Class						50.0%	\$99.00	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173	119	43,435	21,718	\$2,150,032.50	\$16,125.24	\$1,612.52
- Upper Midscale Class						50.0%	\$132.00	1.50%	1000%
Inn At Portland	1029, 1150 Brighton Ave	264 A001001	8.1401	106	38,690	19,345	\$2,553,540.00	\$19,151.55	\$1,915.16
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007	100	36,500	18,250	\$2,409,000.00	\$18,067.50	\$1,806.75
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057	149	54,385	27,193	\$3,589,410.00	\$26,920.58	\$2,692.06
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829	125	45,625	22,813	\$3,011,250.00	\$22,584.38	\$2,258.44
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018	239	87,235	43,618	\$5,757,510.00	\$43,181.33	\$4,318.13
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256	86	31,390	15,695	\$2,071,740.00	\$15,538.05	\$1,553.81
- Upscale Class						50%	\$163.00	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821	179	65,335	32,668	\$5,324,802.50	\$39,936.02	\$3,993.60
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866	120	43,800	21,900	\$3,569,700.00	\$26,772.75	\$2,677.28
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552	178	64,970	32,485	\$5,295,055.00	\$39,712.91	\$3,971.29
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767	132	48,180	24,090	\$3,926,670.00	\$29,450.03	\$2,945.00
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392	130	47,450	23,725	\$3,867,175.00	\$29,003.81	\$2,900.38
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983	102	37,230	18,615	\$3,034,245.00	\$22,756.84	\$2,275.68
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807	157	57,305	28,653	\$4,670,357.50	\$35,027.68	\$3,502.77
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107	88	32,120	16,060	\$2,617,780.00	\$19,633.35	\$1,963.34
- Upper Upscale Class						50%	\$222.00	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304	110	40,150	20,075	\$4,456,650.00	\$33,424.88	\$3,342.49
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596	95	34,675	17,338	\$3,848,925.00	\$28,866.94	\$2,886.69
The Westin Portland Harborview	157 High St	037 E007001	1.0647	289	105,485	52,743	\$11,708,835.00	\$87,816.26	\$8,781.63
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462	135	49,275	24,638	\$5,469,525.00	\$41,021.44	\$4,102.14
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78	120	43,800	21,900	\$4,861,800.00	\$36,463.50	\$3,646.35
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691	200	73,000	36,500	\$8,103,000.00	\$60,772.50	\$6,077.25
- Luxury Class						50%	\$379.00	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505	97	35,405	17,703	\$6,709,247.50	\$50,319.36	\$5,031.94
Totals:			49.3706				\$100,819,022.50	\$756,142.67	\$75,614.27



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District – Council Meeting 9-6-23

1 message

Rich Brooks <rich@takeflyte.com>
To: publiccomment@portlandmaine.gov

Fri, Sep 1, 2023 at 8:02 AM

Mayor Snyder and City Counselors.

Howdy! My name is Rich Brooks, President of flyte new media, a digital agency that's called Portland home for 24 of our 26 years in business. Today I'm emailing you in **support of the Portland Tourism Development District**.

I'm sure you're getting a lot of emails, letters, and hearing from others on the importance of tourism to the city, its businesses, and its people.

Please, allow me to add to that chorus! While we don't focus exclusively on tourism based businesses, **we've had many clients over the years that include lodging, tours, restaurants, and event spaces**.

Further, **we have clients who rely on these businesses for their business**: accountants, PR companies, business consultants, insurance companies, and more.

Let's face it: tourism drives Portland, both directly and indirectly.

We need to have the Development District marketing our destination year-round, and especially during key need periods. It's the visitors from out of state that generate a significant economic impact through their spending in the very hotels, restaurants, shops, attractions, and arts & cultural businesses that keep our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry. Thank You for your time and consideration, and I highly encourage you to vote yes on September 6.

I had hoped to speak publicly about this, but unfortunately my business has me out-of-state next week...I hope this email shows how important the Development District is not just to the tourism industry, but all those businesses and residents who work for and rely on these businesses.

I'm available at the number below should you have any questions about my concerns. Thank you.

--

Are you going to [The Agents of Change Digital Marketing Conference](#) on 10/4 & 5?



Rich Brooks
President
flyte new media
207.523.5141
www.takeflyte.com





Dena Libner <dlibner@portlandmaine.gov>

Portland Development District – Council Meeting 9-6-23

1 message

Gorski, Marcin <Marcin.Gorski@crestlinehotels.com>

Tue, Aug 29, 2023 at 1:04 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Good day,

I am writing on behalf of Aloft Portland hotel, which is managed by Crestline Hotels & Resorts to inform the Portland City Council members that we are in support of the Tourism Development District. We highly encourage you to vote yes on September 6.

With promotion, The Tourism Development District will help all of us in Portland attract year-round visitors and assist in training employees through the whole year, rather than reducing hours and/or laying employees off during the quiet season. I look forward to a time when Portland is kept busy year-round and the idea of a slow season no longer exists, because it is possible.

Thank you!

Kind Regards,



Marcin Gorski
General Manager
Aloft Portland

379 Commercial Street
Portland, ME 04101

T. 207-761-6000 Ext. 5270 F. 207-761-6489
[alofthotels.com](https://www.alofthotels.com)

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Dena Libner <dlibner@portlandmaine.gov>

Fw: Portland Development District - Council Meeting 9-6-23

1 message

Ramada Plaza <info@portlandramada.com>

Tue, Aug 29, 2023 at 12:57 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

From: Ramada Plaza**Sent:** Tuesday, August 29, 2023 12:32 PM**To:** council@portlandmaine.gov <council@portlandmaine.gov>**Subject:** Portland Development District - Council Meeting 9-6-23

I am writing on behalf of the Ramada Plaza by Wyndham hotel to inform the Portland City Council members that we are in support of the Tourism Development District. We highly encourage you to vote yes on September 6.

There are many more hotels in Portland than there were just a few years ago, with more on the way. In order to maintain an occupancy that allows these hotels and other tourism related businesses to succeed, the city needs to be competitive with other cities and areas that currently have much larger advertising budgets. Establishing the Tourism Development District will provide the funding that will enable Portland to continue to be a destination that shows up on people's radar when looking for vacation and conference destinations.

Sincerely,

Mark Heisler

General Manager

Ramada Plaza by Wyndham

[155 Riverside Street](#)

[Portland, ME 04103](#)

[\(207\)774-5861](tel:(207)774-5861)

info@portlandramada.com



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District - Council Meeting 9-6-23

1 message

sean@always-guiding.com <sean@always-guiding.com>
To: publiccomment@portlandmaine.gov

Tue, Sep 5, 2023 at 11:37 AM

Good morning to Mayor Snyder and the City Councilors,

My name is Sean MacCarthy from Upward Management Group located at [2 Union Street, Portland, ME 04101](#). I am writing on behalf of support for the Portland Tourism Development District.

I run Upward's marketing department (which does business as Guided Marketing Services). We do marketing for a variety of hospitality businesses in the Greater Portland Area.

- Shipyard Brewing Company
- Three Dollar Deweys
- Saltwater Grille
- Inn on Peaks Island
- Sea Dog Brewing Company
- Novel Beverage Company
- and more

I've come to know these businesses intimately, including getting to know the frontline staff who really keeps these businesses running. The instability of the seasonality of these businesses can really take a toll on the individuals working here. Whether they are managers, kitchen staff, office staff, or servers, these people work hard to keep business going, but often find it unsustainable to stay in their roles year-round or for multiple years.

Increasing marketing budgets to keep tourism strong during the shoulder months is a key to not just the success of businesses, but to the success of the individuals living in this area.

Having the ability for the Development District to market our destination year-round, and especially during key need periods will be essential. Visitors from out of state, generate a significant economic impact through their spending in hotels, restaurants, local shops, attractions, and art/cultural businesses and keep our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry. Thank You for your time and consideration, and I highly encourage you to vote yes on September 6.

Sean MacCarthy

Marketing Director

[Guided Marketing Services](#)

#AlwaysGuiding

(617) 894-2141





Dena Libner <dlibner@portlandmaine.gov>

Testimony for the Portland Tourism Development District

1 message

Angie Helton <angie@nediaassociates.com>
To: publiccomment@portlandmaine.gov

Tue, Sep 5, 2023 at 11:47 AM

Hello Mayor Snyder and City Councilors,

My name is Angie Helton, and I am President of Northeast Media Associates, a public relations consulting firm. I am writing on behalf of support for the Portland Tourism Development District. Unfortunately I cannot be at the Council meeting tomorrow so would like to submit this written testimony in advance.

I am the public relations company for several significant events in Maine, including Carnival Maine, Portland's only major winter event in February, attracting over 10,000 visitors in four days from more than 25 states.

Carnaval began with the mission of driving people into Portland during the winter months, showcasing that Maine is a great place to get outdoors year-round, encouraging families to enjoy the festivities and everything downtown Portland offers in the winter.

Carnaval features several local businesses throughout the event, but the event organizers also support local businesses by enlisting their services to help organize and implement the event for all to enjoy.

Having the ability for the Development District to market this event during a key need period will be essential. Events like these bring visitors from out of state, leading to a significant economic impact through their spending in hotels, restaurants, local shops, attractions, and art/cultural businesses.

The Development District is an innovative way to support tourism and many small and large businesses that benefit from a robust industry.

Thank You for your time and consideration, and I highly encourage you to vote yes on September 6.

All my best,

Angie Helton



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District – Council Meeting 9-6-23

1 message

Robin <rclapoint@comcast.net>

Tue, Sep 5, 2023 at 11:49 AM

To: publiccomment@portlandmaine.gov

Cc: "Alan F. Lapoint (ICE)" <alapoint@strainrite.com>, council@portlandmaine.gov

Dear Mayor Snyder and City Councilors,

My name is Robin Lapoint. My husband Alan and I own **Geary Brewing Co.** (Maine's First Craft Brewery), **1820 Brewing Company** (Maine's premiere nonalcoholic brewery), and **Belfast Bay Brewing Co.** all located at *38 Evergreen Drive*. I am writing on behalf of support for the Portland Tourism Development District.

First, a vibrant community builds a strong business base, schools, and future residents. This has always been at the forefront of our minds as business people and community members even before we took over Geary Brewing Co. in 2017 when we decided to steward and preserve this important Maine pioneering company. We believe tradition, jobs, and hope must be protected and we all must do our part.

Additionally, it's important to us to always have the ability to promote everything about Portland: food, arts, culture, history, diversity, our working waterfront, and craft beer.

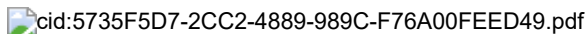
Having the ability for the Development District to market Portland as a destination year-round, and especially during key need periods will be essential. Visitors from out of state, generate a significant economic impact through their spending in grocery stores and markets, breweries, hotels, restaurants, local shops, attractions, and art/cultural businesses and keep our employees working.

My husband and I have worked hard to save Maine's first post prohibition craft brewery and to increase jobs at this important business. We need continued help to bring people to Maine to enjoy our beautiful state and the amazing things we make and the experiences we create. We do both at our brewery and feel the Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry.

Thank You for your time and consideration, and I highly encourage you to vote YES on September 6.

Sincerely,

Robin C. Lapoint
Owner
Geary Brewing Co.
1820 Brewing Co.
Belfast Bay Brewing Co.
[38 Evergreen Drive](#)
[Portland, ME 04103](#)
(207)-671-0545



Sent from my iPhone

3 attachments



**Eighteen Twenty
Brewing Co.**

image0.png
165K

Maine's Premiere Non-alcoholic Craft Brewery



image1.png
352K



cid:5735F5D7-2CC2-4889-989C-F76A00FEED49.pdf
1959K



Maine Academy of Modern Music
125 Presumpscot St. #14
Portland, ME 04103
maineacademyofmodernmusic.org
office@mamm.rocks
(207) 899-3433

September 04, 2023

Mayor Snyder and City Councilors,

My name is Jeff Shaw and I represent the Maine Academy of Modern Music. I enthusiastically support the Portland Tourism Development District. MAMM is an independent 501c3 non-profit school of music that operates on a 'school of rock' model to provide classes, lessons, camps, and ensemble experiences. MAMM primarily serves young people ages 8 to 18, with a target population of those struggling at home or in school due to language, cultural, social, learning, and/or income barriers. We have three locations in the Portland area; 125 Presumpscot Street, 557 Riverside Street, and 144 Fore Street.

In addition to music education through our facilities, we also produce our own concert events. Our largest is the annual Resurgam Music and Arts Festival which welcomed 7500+ attendees to Ocean Gateway Park in 2023. We also work with partner organizations to find performance opportunities for our student and instructor bands including First Friday, Deering Center Porch Fest, Portland Winter Carnival, and others. A robust audience for concert performances is essential for their success. Having the Development District market the City year-round, especially during key need periods will be essential for growing awareness and attendance for our events. Out-of-state visitors contribute a significant economic impact through their spending at cultural events, as well as in hotels, restaurants, local shops, attractions, and arts businesses. This money grows our economy and keeps our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry.

Thank You for your time and consideration. Please vote yes on September 6.

Yours in rock,
Jeff Shaw

A handwritten signature in blue ink, appearing to read "J Shaw".

Executive Director / Founder
Maine Academy of Modern Music



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District - Council Meeting 9-6-23

1 message

Derek Meader <derek@realportlandtour.com>

Tue, Sep 5, 2023 at 9:27 AM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Mayor Snyder and City Councilors,

My name is Derek Meader, owner of The Real Portland Tour. I am writing on behalf of support for the Portland Tourism Development District.

I was born and raised in Portland, and am lucky enough to live in the very same Portland neighborhood in which I grew up. I've been working as a tour guide in Portland for over 20 years. I've seen just how much tourism has increased over the years and the positive impact it's had on those who live and work here. I graduated from Portland High School many years ago, and I'm still great friends with a lot of my former classmates that I grew up with here. A lot of us moved away for college and found jobs in larger cities, but eventually were lucky enough to move back to Portland and open our own businesses here. We've all benefited in one way or another from the amount of visitors that have discovered just what is so great about Portland. I support Visit Portland continuing to have the capacity to promote our city in a meaningful way.

Having the ability for the Development District to market our destination year-round, and especially during key need periods will be essential. Visitors from out of state, generate a significant economic impact through their spending in hotels, restaurants, local shops, attractions, and art/cultural businesses and keep our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry. Thank you for your time and consideration, and I highly encourage you to vote yes on September 6th.

Derek Meader
Owner/Operator
The Real Portland Tour, LLC
207-329-7401
realportlandtour.com



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District -- Council Meeting 9-6-23

1 message

Kim Madore-Smith <Kim@mainelimo.com>

Tue, Sep 5, 2023 at 11:21 AM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Mayor Snyder and City Councilors,

My name is Kim Madore-Smith, a resident at 25 High Street in Portland, and co-owner of Maine Limousine Service. I am writing on behalf of support for the Portland Tourism Development District.

Tourism is an essential part of our business, as we provide transportation for visitors arriving by plane, train, bus and cruise ship. These visitors are here for leisure, work, destination weddings, reunions, outdoor adventures, cultural events, etc. Without our tourism clients, we could not continue to operate our black car and limousine service in greater Portland. Anything we can do to support this industry should be done.

Having the ability for the Development District to market our destination year-round, and especially during key need periods will be essential. Visitors from out of state generate a significant economic impact through their spending in hotels, restaurants, local shops, attractions and services, and keep our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry. Thank you for your time and consideration, and I highly encourage you to vote yes on September 6th.

Sincerely,

Kim Madore-Smith
25 High St., Unit 303
Portland, ME 04101
207-699-8326

Maine Limousine Service
[70 Pleasant Hill Rd.](#)
Scarborough, ME 04074
207-883-0222 office
207-885-5415 fax

Visit our [Website](#)
Find us on [Facebook](#)



Dena Libner <dlibner@portlandmaine.gov>

Portland Development District – Council Meeting 9-6-23

1 message

Heather Sanborn <heather@risingtidebrewing.com>
To: publiccomment@portlandmaine.gov

Fri, Sep 1, 2023 at 1:24 PM

Mayor Snyder and City Councilors,

My name is Heather Sanborn and I live on Frost Hill Road and own Rising Tide Brewing Company on Fox Street. I am writing today to voice my strong support for the Portland Tourism Development District. Unfortunately I am not able to attend the Council meeting in person or via zoom.

As most of you know, Rising Tide and other beverage businesses have been a key part of the revitalization of East Bayside's light industrial area over the last 11 years. Prior to the pandemic, we noticed that we were seeing more day trip visitors and weekend visitors during the shoulder seasons and even at the height of the winter season, allowing us to employ more workers year round in good paying full-time jobs with benefits. This shoulder season and mid-winter tourism has, unfortunately, not rebounded following the pandemic. We have had to reduce staff over the last couple of winters and are worried that trend will continue. This summer was also quite lackluster from a financial perspective because of the terrible weather and some unease about the economy.

Having the ability for the Development District to market our destination year-round, and especially during key need periods will be essential. Visitors from out of state, generate a significant economic impact through their spending in hotels, restaurants, local shops, attractions, and art/cultural businesses and keep our employees working.

The Development District is an innovative way to support tourism and many small businesses like ours will benefit from a robust tourist industry, allowing us to create more good paying year-round jobs. Thank You for your time and consideration, and I highly encourage you to vote yes on September 6.

Best regards,

Heather

--

Heather Sanborn (she/her/hers)
Rising Tide Brewing Company
[103 Fox Street](#)
[Portland, Maine 04101](#)
207-650-0678
heather@risingtidebrewing.com



Dena Libner <dlibner@portlandmaine.gov>

Portland Tourism Improvement District

1 message

'Payne, Tony M' via Public Comment <publiccomment@portlandmaine.gov>

Fri, Sep 1, 2023 at 1:22 PM

Reply-To: "Payne, Tony M" <TPayne@memic.com>

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

I'm so glad you will be discussing the proposal to create a Tourism Improvement District (TID). It is one of the wisest economic development policy decisions you, as Councilors, could support and for which you will be long remembered. Today, Portland's appeal as a destination is robust but we cannot count on our reputation to carry us through future economic downturns when competing with better financed tourist destinations. It requires investment.

I am a Portland native with extensive experience in advertising, marketing and public relations. I know the expenditures a TID will make in the near term will pay dividends for decades if you authorize its formation now. Building brand equity requires reaching targeted audiences multiple times over a long period of time. The sooner we get started the better. Getting Portland into consideration as early as possible will put the region on the shortlist for generations of travelers.

Please give the TID your enthusiastic support.

As always, thanks for your service and your consideration.

Tony Payne

Tony Payne
(tpayne@memic.com)
sent from my iPhone
207-807-5331



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Dena Libner <dlibner@portlandmaine.gov>

Portland TDD

1 message

Tom Largay <tom@oldportcardworks.com>

Wed, Sep 6, 2023 at 2:12 PM

To: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Dear Mayor Snyder, and The Portland City Council,

I'm writing to show my support for Visit Portland and the PTDD. My wife and I own two retail businesses in the Old Port. Old Port Candy (21 years) and Old Port Card Works (13 years). Tourism in Portland does so much more than just fill restaurants and hotels. It ensures that businesses of all types small and large thrive from the influx of people coming from all over the world to see how special Portland is. A greater investment in marketing our city can only help strengthen and grow our city while ensuring a year round vibrant tourism industry. Again, I ask you to please vote in favor of the TIDD, and lets keep growing a great industry & city.

Thank you!

Tom Largay

Tom Largay

Old Port Card Works

[3 Moulton Street](#)

[Portland, ME 04101](#)

[\(207\)-773-5181](#)



Dena Libner <dlibner@portlandmaine.gov>

Development District for Portland Maine

1 message

Sarah Sutton <sarah@biteitomaine.com>
To: council@portlandmaine.gov

Tue, Sep 5, 2023 at 1:42 PM

Mayor Snyder and City Councilors,

My name is Sarah Sutton, and I am the Co Owner of Bite Into Maine. We operate several food trucks, a new brick and mortar in Portland, and a catering business.

I am writing on behalf of support for the Portland Tourism Development District.

Tourism is crucial to the sustainability of our business. After many years of struggling to rehire key positions each spring, we have moved to a year round business model. We greatly feel the responsibility to our team as we aim to maintain full time year round benefitted positions. Each year we draw down what we have made in the summer in hopes to make it through each winter to pay all of our staff. We are constantly looking at other ways to keep a business as seasonal as ours profitable in the traditional "off season".

Having the ability for the Development District to market our destination year-round, and especially during key need periods will be essential. Visitors from out of state, generate a significant economic impact through their spending in hotels, restaurants, local shops, attractions, and art/cultural businesses and keep our employees working.

The Development District is an innovative way to support tourism and many small and large businesses will benefit from a robust industry. Thank You for your time and consideration, and I highly encourage you to vote yes on September 6.

Thank you for your consideration.

Best,

Sarah Sutton

**Sarah Sutton**
Bite Into MaineBite Into Maine | www.biteitomaine.com

sarah@biteitomaine.com | Shipping Nationally on Goldbelly





Dena Libner <dlibner@portlandmaine.gov>

Visit Portland and Maine TID proposal

William von Wenzel <will@focusphotography.com>

Tue, Sep 5, 2023 at 1:01 PM

To: "council@portlandmaine.gov" <council@portlandmaine.gov>

Cc: "publiccomment@portlandmaine.gov" <publiccomment@portlandmaine.gov>

Dear City Council, I am very sorry I cannot attend tomorrow's meeting to speak in favor of the TID proposal for Visit Portland, but I hope you'll accept these written comments.

My wife and I operate Focus Photography, a wedding photography business we opened in 2005. My business is similar to other Maine wedding companies – we're small, often self-employed, and depend on weddings for at least 50% of our business. Southern Maine has hundreds of wedding vendors just like us: wedding barns, caterers, event planners, florists, entertainers, artists, videographers, and many, many other photographers. Until 2020, we didn't really know how many of us there were, or how significant our contribution to the Maine state economy was.

A 2020 study by the University of Southern Maine and several founding members of the National Association of Catering and Event Professionals Maine chapter revealed that financial totals of wedding spending, including hotels and lodging, meals while in town, and weddings themselves grossed more than 1 billion dollars! Weddings are not just a one meal affair, but frequently have guests from across the country staying in town for a long weekend or more. Over the last decade weddings in Maine have increased, and Maine has become the number four destination location in the US for weddings.

In our business, out of state couples account for more than half of our Maine weddings. Discussions with planners and caterers in the Portland area shows that most wedding businesses (not including dress shops) have between half and ¾ of their clients coming from out of state. Massachusetts, Connecticut, and New York are at the top of the list for where out of state couples come from, but Texas, Washington DC, and Atlanta are not uncommon. Some couples may have family homes in Southern Maine, or history here from their childhoods, but others are looking to escape the heat and humidity of the more southern states.

Destination weddings are an overlooked form of tourism that doesn't just attract one family at a time, but dozens of families coming here to celebrate.

Our business first joined Visit Portland in 2007, because we believe they are the only group actively trying to recruit out-of-state couples to come to Maine. We hope you'll approve their proposal.

Will (and Lucia)

57 Willow Lane

Portland, ME 04102



Focus Photography

William von Wenzel

Award-Winning Wedding Photographer

Focus Photography

Phone & Text: +1 (617) 610 - 4391
Phone: +1 (207) 772 - 4274

Dear City of Portland Housing & Economic Development Committee Members;

On behalf of Portland Stage Company, I would like to add our voice to the chorus of Portlanders supporting Visit Portland's request to establish a Tourism Improvement District. Like you, we choose to live and work in Portland because it is vibrant, creative, and alive. Our ability to make Maine Made Theater and theater accessible to everyone rests in the support of local patrons, and because our mainstage season doesn't run in the summer, we are missing out on tourism income that sustains many of our neighbors. For us, this amounts to a missed opportunity, and for our friends and neighbors in Portland it amounts to having to decrease output, layoff staff, or close altogether during the off-season. While this model has been around for what seems like the dawn of time, we, like everyone else re-entering life post-2020, are realizing the ways in which we have always operated will not carry us into a thriving future.

The same can be said for Portland as a whole.

Visit Portland's proposal is a solid, rational, yet gentle and proven model for optimizing tourism revenue. It represents a reasonable action step to ensure growth in our interconnected economy. Please see the diagram on page five. It's clear that the opportunity for Portland and the businesses, organizations, and people living here is present in a very ground-floor level: increase tourism marketing- together.

The funding model is nothing short of fantastic as it would not cost the city a dime. How can you go wrong with a proven model already tested and perfected in other regions that doesn't require a penny from the city? Leveraging tourist money to create more tourism income is brilliant, a self-sustaining pathway to rebuild and surpass losses due to the pandemic and other factors.

With increased tourism in the off-season, Portland Stage could shift the weight of vital ticket sales to new markets while continuing to build community relationships and collaborations. We cannot do this alone. We alone cannot break into larger markets to reach off-season visitors. Together we can. We can lift our city's incredible businesses and organizations to a new level with your support. While it could be said that things are working just fine, and that may be true for now, we could be doing better. With a small pivot, we could create a whole new level of prosperity, vitality, and thriving.

Thank you for taking Visit Portland's proposal into consideration.

Sincerely,

Erin Elizabeth, M.Ed
Director of Marketing and Communications
Portland Stage Company



Dena Libner <dlibner@portlandmaine.gov>

public comment for the 9.18.23 meeting

1 message

Cary Tyson <cary@portlandmaine.com>

Sun, Sep 17, 2023 at 8:05 AM

To: publiccomment@portlandmaine.gov

resubmitting for the record

April 19, 2022

Honorable Members of the Housing and Economic Development Committee –

As we enter our thirtieth year, Portland Downtown is in a unique position to testify to the benefits of an Improvement District. While it's easy to forget, at our founding in 1992, downtown Portland wasn't the international destination we know now. We recognize that making a place a destination requires management. We also know that management requires resources. Tourism is the foremost driver of Maine's economy but without continued management and marketing, there is the real potential to lose visitors to the innumerable destination choices throughout both the US and the world. It is for these reasons among many others that we support Visit Portland's efforts to form a Tourism Improvement District (TID).

We take great comfort in the fact that our downtown (and community) hoteliers are supportive of this effort. They, more than anyone, know the positive impact a TID can bring to our community. Enhanced promotion of our community provides an opportunity for reputational benefits, encouraging both visitation and potentially aiding in the relocation of both workers and businesses. Tourists have a positive economic benefit, spending money on everything from our world-class restaurants to retail to our extraordinary arts scene and beyond.

We hope you will support this effort.

Sincerely,

Cary Tyson
Executive Director

--

Cary Tyson**Executive Director****Portland Downtown**

Office: 22 Free Street, Suite 201, Portland, ME 04101

Mail: PO Box 8593, Portland, ME 04104
207.772.6828[Visit our website](#)[Like us on Facebook](#)[Follow us on Instagram, Twitter & LinkedIn](#)

Portland Downtown stimulates a thriving, vibrant, and sustainable downtown community. To learn more, [click here](#).

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director
DATE: July 17, 2023
SUBJECT: Order 257-22/23 Establishing Implementation Assessments for Portland's Tourism Municipal Development District for Fiscal Year 2023-2024 - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order above establishing Portland's Tourism Municipal Development District, and the order below approving the agreement. An amendment is in the back-up material to update the assessment list according to discussion that followed the first reading in June.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Establ Assessment for TID FY2024 062323
2. Amend Order 257-FY23 Tourism District Assessments 9.6.2023

3. Revised Listing of Hotels and Assessment 8-25-2023

Prepared by:

Mary Davis, Division Director

Date: 07/17/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER ESTABLISHING IMPLEMENTATION
ASSESSMENTS FOR PORTLAND TOURISM
MUNICIPAL DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2023--2024**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$2,589,071 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Portland Tourism Municipal Development District, to fund implementation costs for such district for the period beginning July 1, 2023 and ending on June 30, 2024; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Tourism Municipal Development District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2023 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

AMENDMENT TO ORDER 257-22/23
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: AMENDED IMPLEMENTATION ASSESSMENTS

**ORDER ESTABLISHING IMPLEMENTATION
ASSESSMENTS FOR PORTLAND TOURISM
MUNICIPAL DEVELOPMENT DISTRICT
FOR PORTION OF FISCAL YEAR 2023--2024**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of ~~\$756,1432,589,071~~ be raised and appropriated from the special assessments on all non-seasonal lodging properties with 40 or more rooms ~~real estate~~ situated within the boundaries of the Portland Tourism Municipal Development District, to fund implementation costs for such district for the period beginning January 1, 2024~~July 1, 2023~~, and ending on June 30, 2024; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Tourism Municipal Development District, which real estate listing is attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the said assessments shall be due January 1, 2024~~July 1, 2023~~ and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- 8/25/2023	Address	Chart-Block-Lot	Acreage	Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE JUNE 2023)	Estimated Assessment for Half of FY2024, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
Hotel Name									
- Economy Class						50.0%	\$77.00	1.50%	10%
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384	129	47,085	23,543	\$1,812,772.50	\$13,595.79	\$1,359.58
- Midscale Class						50.0%	\$99.00	1.50%	10%
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173	119	43,435	21,718	\$2,150,032.50	\$16,125.24	\$1,612.52
- Upper Midscale Class						50.0%	\$132.00	1.50%	1000%
Inn At Portland	1029, 1150 Brighton Ave	264 A001001	8.1401	106	38,690	19,345	\$2,553,540.00	\$19,151.55	\$1,915.16
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007	100	36,500	18,250	\$2,409,000.00	\$18,067.50	\$1,806.75
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057	149	54,385	27,193	\$3,589,410.00	\$26,920.58	\$2,692.06
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829	125	45,625	22,813	\$3,011,250.00	\$22,584.38	\$2,258.44
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018	239	87,235	43,618	\$5,757,510.00	\$43,181.33	\$4,318.13
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256	86	31,390	15,695	\$2,071,740.00	\$15,538.05	\$1,553.81
- Upscale Class						50%	\$163.00	1.5%	10%
Residence Inn By Marriott Portland Downtown/Waterfront	145 Fore St	020 C010001	0.7821	179	65,335	32,668	\$5,324,802.50	\$39,936.02	\$3,993.60
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866	120	43,800	21,900	\$3,569,700.00	\$26,772.75	\$2,677.28
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552	178	64,970	32,485	\$5,295,055.00	\$39,712.91	\$3,971.29
Courtyard by Marriott Portland Downtown/Waterfront	321 Commercial St	040 E00300H	0.767	132	48,180	24,090	\$3,926,670.00	\$29,450.03	\$2,945.00
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392	130	47,450	23,725	\$3,867,175.00	\$29,003.81	\$2,900.38
Cambria Hotel Portland Downtown / Old Port	25 Hancock Street	020 C009001	0.7983	102	37,230	18,615	\$3,034,245.00	\$22,756.84	\$2,275.68
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807	157	57,305	28,653	\$4,670,357.50	\$35,027.68	\$3,502.77
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107	88	32,120	16,060	\$2,617,780.00	\$19,633.35	\$1,963.34
- Upper Upscale Class						50%	\$222.00	1.5%	10%
The Press Hotel, Autograph Collection	119 Exchange St	032 C001001	0.2304	110	40,150	20,075	\$4,456,650.00	\$33,424.88	\$3,342.49
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596	95	34,675	17,338	\$3,848,925.00	\$28,866.94	\$2,886.69
The Westin Portland Harborview	157 High St	037 E007001	1.0647	289	105,485	52,743	\$11,708,835.00	\$87,816.26	\$8,781.63
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462	135	49,275	24,638	\$5,469,525.00	\$41,021.44	\$4,102.14
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78	120	43,800	21,900	\$4,861,800.00	\$36,463.50	\$3,646.35
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691	200	73,000	36,500	\$8,103,000.00	\$60,772.50	\$6,077.25
- Luxury Class						50%	\$379.00	1.50%	10%
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505	97	35,405	17,703	\$6,709,247.50	\$50,319.36	\$5,031.94
Totals:			49.3706				\$100,819,022.50	\$756,142.67	\$75,614.27

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 7, 2023

SUBJECT: Order 258-22/23 Approving the Development Program Manager Agreement between the City of Portland and Convention and Visitors' Bureau of Greater Portland Doing Business as Visit Portland - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: n/a

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order with the two orders above. An amendment is in the back-up material to update the Development Program Manager Agreement according to discussion that followed the first reading in June.

This item must be read on two separate days. It received its first reading on June 26, 2023. On July 17, the Council postponed the item until September 6, 2023. On September 6, the Council postponed this item until September 18, 2023. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Approving FY2024 TID Agreement 062323
2. PTDD Agreement Clean for Council 062323
3. Amend Order 258-FY23 Approving FY2024 TID Agreement 9.6.2023
4. PTDD Revised Agreement Rdlns for CC 9-6-2023

Prepared by:

Date: 09/07/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER APPROVING THE DEVELOPMENT PROGRAM MANAGER AGREEMENT
BETWEEN THE CITY OF PORTLAND AND CONVENTION AND VISITORS'
BUREAU OF GREATER PORTLAND,
DOING BUSINESS AS VISIT PORTLAND**

ORDERED, that the attached Agreement between the City of Portland and the Convention And Visitors' Bureau Of Greater Portland, doing business as Visit Portland, is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said Agreement in substantially the form attached, and to execute any other documents necessary to effect the intent and purpose of this order, and to carry out the Development Plan for the Portland Tourism Municipal Development District for the period from and after its Effective Date and ending June 30, 2024.

**AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND**

This AGREEMENT made as of the ____ day of July, 2023, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders _____ dated _____, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the “District”), the Development Program (defined below) including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2024 (“the Term”).

ARTICLE II. Financial Considerations

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “ Assessments”) on all lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program in, covering the period beginning on July 1, 2023, and ending on June 30, 2024, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects, expenses, and returns on investments of the District. Any audits

needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland.

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Establish a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination.

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a

petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
 - 1. With respect to existing activities, take only such actions as the City Manager shall direct;
 - 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
 - 3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City.

Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.

4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part of or in connection with the work.
5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including

pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create

- a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

- a. 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.

- b. This Agreement and its attachments 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 subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. 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. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2023.

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**CONVENTION AND VISITORS'
BUREAU OF GREATER
PORTLAND**

By: _____
Print Name:
Its: _____

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland
_____, 2023**

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 24 hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 49.05689 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 083E-E460001 (0.3736 acres), 264-A001001 (8.1401 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020-C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only supports tourism-related businesses but also the local artists, lobster/fishing community, cultural

institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the 2023-2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	FY 23-24 Cost Estimate*
<u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties; • Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;	\$1,300,000

Project	FY 23-24 Cost Estimate*
• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties;	
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$400,000
C. <u>Administration</u> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees. The costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Visit Portland board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.	\$800,000
D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$90,000

Project	FY 23-24 Cost Estimate*
Total	\$2,590,000

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

No public facilities or maintenance costs will be financed through the District or assessments.

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately 50.3947 acres of property and will begin for the 2023-2024 fiscal year with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The method and the assessment rate is based on a calendar year short term room rental occupancy percentage and Average Daily Rate (ADR), as reported by the District Property owners or, when unavailable, as reported by STR for the previous calendar year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue. Assuming a July 1, 2023 District begin date, the initial

first-year budget is based on the 2022 calendar year business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. The subsequent annual assessment will be based on the benefits received for the prior year on the parcel, as measured by assessments remitted and business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above.

Assuming a July 1, 2023 District begin date, the District is expected to have a first-year budget (FY2024) of approximately \$2,590,000 in the first year of operations, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit B** is a certified copy of the Notice of Public Hearing held on _____, 2023 in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on _____, 2023, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2023, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

EXHIBIT A BOUNDARY MAP

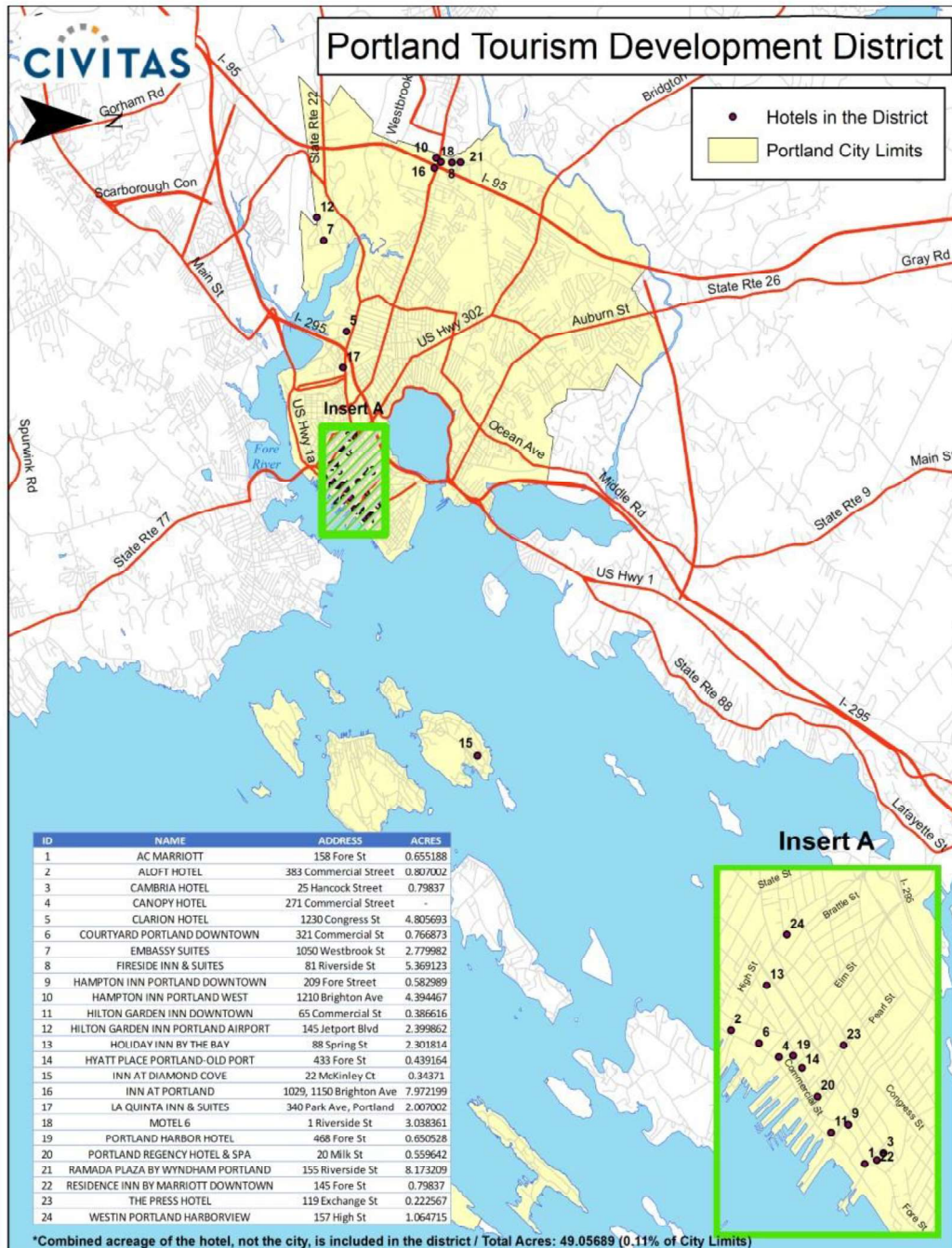


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER DESIGNATING THE PORTLAND
TOURISM MUNICIPAL DEVELOPMENT DISTRICT AND
ADOPTING THE DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland (the “City”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Act”), to designate the Portland Tourism Municipal Development District (the “District”) and to adopt a development program for the District (the “Development Program”) pursuant to the Act; and

WHEREAS, there is a need for tourism and economic development in the City; to provide continuing employment opportunities for the citizens of the City and the surrounding region; to improve and broaden the tax base of the City; and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Development Program will help to maintain and expand the existing tax revenues flowing from the District properties and improve the economy of the City and the State of Maine; and

WHEREAS, together with the consideration of the designation of the District and adoption of the Development Program, the City is considering an order establishing special assessments to fund implementation costs for the District and the Development Program and to approve an agreement with Visit Portland to administer the Development Plan; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. §5228, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the District and to adopt the Development Program for the District; and

WHEREAS, the City finds and determines that at least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S.A. §5223(3); and that the total area of the District does not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed five percent (5%) of the total acreage of the City; and

WHEREAS, this Order will allow the City to approve the assessment and its apportionment for the 2023-2024 Fiscal Year; and

WHEREAS, assessed lodging property owners in the District will receive the benefit of increased sales activity and room night revenue as a result of District services and improvements, which benefit will be equally and uniformly proportional to each property owner's assessment related to the occupancy of the hotel.

NOW THEREFORE, BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

The City Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that any such adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the District and the adoption of the Development Program. The projects and improvements described in the Development Program will contribute to the economic growth and well-being of the City and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the City, including employment opportunities, a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

BE IT FURTHER ORDERED, that Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the District and adopts the Development Program for fiscal year 2023-2024, all as more particularly described in the Development Program, a copy of which is attached to this Order and is hereby incorporated by reference into this Order as the Development Program for the District.

BE IT FURTHER ORDERED, that the City Manager be, and hereby is, authorized, empowered and directed to submit the designation of the District and the Development Program to DECD for its records.

BE IT FURTHER ORDERED, that the foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon approval of the designation of the District and adoption of the Development Program by the City Council, without requirement of any further action by the City, the City Council, or any other party.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION A. Acreage Caps		
1. Total municipal acreage;	12,386	
2. Acreage of proposed Municipal Development District;	50.3947	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2%	50.3947	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.4068%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	827.6469
	Proposed	50.3947
	Total:	878.0416
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	417.0408	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	431.008	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.4797%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	50.3947	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:	Existing	N/A
	District Name/OAV District Name/OAV District Name/OAV	Proposed	N/A
	District Name/OAV District Name/OAV District Name/OAV	Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts:	N/A	
	District Name/OAV District Name/OAV		
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above:	N/A	
	District Name/OAV District Name/OAV District Name/OAV		
	District Name/OAV District Name/OAV District Name/OAV		
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE	Lori Paulette	DATE	6/1/2023
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME			
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for Adding Portland Tourism Development District as of
6/1/2023**

6/1/2023

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF	FY2015-16/FY2036-37	\$0	0.572
District	FY2015-16/FY2044-45	\$965,007,320	417.0408
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty	FY2023/2024/FY2052-53	\$0	1.6750
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,831,640	827.6469
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$965,007,320	-417.0408
Totals for Caps:		\$157,853,850	380.606
FY2021 Aggregate Total Value:		\$11,149,300,000	
Total Acreage for Ptld:			12,386.000
5% Allowed to be TIF'd:		\$557,465,000	619.300
Current Amounts TIF'd:		\$157,853,850	380.606
Amount Remaining that can be TIF'd:		\$399,611,150	238.694

AMENDMENT TO ORDER 258-22/23
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR PIOUS ALI
RE: AMENDED DEVELOPMENT PROGRAM MANAGER AGREEMENT

**ORDER APPROVING THE AMENDED DEVELOPMENT PROGRAM MANAGER
AGREEMENT BETWEEN THE CITY OF PORTLAND AND CONVENTION AND
VISITORS' BUREAU OF GREATER PORTLAND,
DOING BUSINESS AS VISIT PORTLAND**

ORDERED, that the attached amended Agreement between the City of Portland and the Convention And Visitors' Bureau Of Greater Portland, doing business as Visit Portland, is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to enter into said amended Agreement in substantially the form attached, and to execute any other documents necessary to effect the intent and purpose of this order, and to carry out the Development Plan for the Portland Tourism Municipal Development District for the period from and after its Effective Date and ending June 30, 2024.

**AGREEMENT
BETWEEN THE CITY
OF PORTLAND AND
VISIT PORTLAND**

This AGREEMENT made as of the ____ day of ~~January~~^{July}, 202~~4~~³, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the "City") and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders _____ dated _____, the City has approved a tourism economic development district designated as the ***Portland Tourism Municipal Development District*** (the “District”), the Development Program (defined below) including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

ARTICLE I. Term

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2024 (“the Term”).

ARTICLE II. Financial Considerations

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “ Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program in, covering the period beginning on ~~January 1, 2024~~~~July 1, 2023~~, and ending on June 30, 2024, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects, expenses, and returns on investments of the District. Any audits

needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

ARTICLE III. Services To Be Provided By Visit Portland.

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Establish a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE IV. Termination.

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a

petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
 - 1. With respect to existing activities, take only such actions as the City Manager shall direct;
 - 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
 - 3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City.

Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.

4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part of or in connection with the work.
5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

ARTICLE V. Assignment

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

ARTICLE VI. Performance of Services

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

ARTICLE VII. Compliance with Law

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. Visit Portland specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including

pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by Visit Portland where appropriate.

ARTICLE VIII. Indemnification

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

ARTICLE IX. Insurance

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

Article X. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create

- a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
 - c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

Article XI. Miscellaneous Provisions

- a. 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.

- b. This Agreement and its attachments 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 subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. 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. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2023.

WITNESS

CITY OF PORTLAND

By: _____
Danielle P. West
Its City Manager

WITNESS

**CONVENTION AND VISITORS'
BUREAU OF GREATER
PORTLAND**

By: _____
Print Name:
Its: _____

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

ECONOMIC DEVELOPMENT PROJECT

CITY OF PORTLAND, MAINE

A Municipal Development District

**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM**

Presented to:

**City Council
City of Portland**

September 6, 2023

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Exhibit List

Exhibit A	City of Portland Property Map Showing District Property Relative to City Boundaries
Exhibit B	Notice of Public Hearing
Exhibit C	Minutes of Public Hearing
Exhibit D	City Council Order
Exhibit E	Statutory Requirements and Thresholds Form

Development Program

I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes ~~23~~⁴ non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

II. Development Program Narrative

A. The Development District

The District will encompass approximately 49.05689 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), ~~083E-E460001 (0.3736 acres)~~, 264-A001001 (8.1401 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020-C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by Exhibit C and Exhibit D hereto.

C. The Projects

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place, of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the project descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates for the 2023-second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis and will serve as the basis for the assessment calculation.

TABLE 1
Municipal Projects

Project	<u>2nd Half</u> FY 23 -24 Cost Estimate*
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• <u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u> <u>Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers.</u> <u>Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+</u> <u>Projects may include:</u> • Promoting and marketing tourism in different periods (for example out of season or shoulder seasons); • Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message; • Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.; • Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings; • Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties; • Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties; • Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties; • Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;	\$<u>1,300,000</u> <u>325,000</u>
--	--

- Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;
- Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;
- Research on current and new markets that would result in additional room night sales to assessed lodging properties

Project	<u>2nd Half</u> <u>FY 24</u> <u>Cost</u> <u>Estimate</u> <u>*FY 23-</u>
---------	--

	24 Cost- Estimate*
• Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties; • Research on current and new markets that would result in additional room night sales to assessed lodging properties;	
B. Business Practices & Workforce Initiatives Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services may include: • Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents; • Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods; • Infrastructure or capital improvements, <u>including maintenance activities</u>, that enhance Portland's competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures; • Funds may be deployed to build programs to support a sustainable workforce. Programming may include destination wide workforce assessment, cost analysis and investment strategy, and apprenticeship/educational programming as seasonality requires.	\$400,000 <u>30,000</u>
C. <u>District Administration</u> The administration portion of the budget shall be utilized for <u>the costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues, as well as</u> administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees <u>incurred by the City and the Development Program Manager.</u> The costs of forming the District shall be repaid to the Development Program Manager from District assessment revenues. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the <u>Visit Portland Development Program Manager</u> board. <u>–Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.</u>	\$800,000 <u>379,369</u>

D. <u>Return on Investment/ Quarterly and Annual Reporting</u> The Development Program Manager will account for the expenses of the District specific to the services and programming and the return on investment to be recorded in room nights sold, lodging properties occupancy percentages, and revenues generated.	\$90,000 <u>20,000</u>
--	-----------------------------------

Project	<u>2nd Half</u> <u>FY 24</u> <u>Cost</u> <u>Estimate</u> <u>*FY 23-</u> <u>24</u> <u>Cost</u> <u>Estimate*</u>
Total	<u>\$2,590,000</u> <u>754,369</u>

* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

D. Strategic Growth and Development

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

E. Improvements to the Public Infrastructure

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

F. Operational Components

1. Public Facilities

As further set forth in Table 1, the City may undertake public capital improvement

projects and maintenance activities.

~~No public facilities or maintenance costs will be financed through the District or assessments.~~

2. Commercial Improvements Financed Through Development Program

No commercial improvements will be financed through the District or assessments.

3. Relocation of Displaced Persons

No persons will be displaced.

4. Transportation Improvements

No transportation improvements will be financed through the District or Assessments.

5. Environmental Controls

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

III. Physical Description

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

IV. Financial Plan

The District will encompass approximately ~~49.3706~~ **50.3947** acres of property and will begin for the ~~2023-abbreviated~~ 2024 fiscal year January 1 – June 30, 2024, with subsequent fiscal years July 1 through June 30 of the following fiscal year with an indefinite term of years to be terminated only upon Council action.

A. Cost Estimate and Sources of Revenues

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and ~~the~~ assessment rate is based on short term room rental using the US Average, a calendar year Average Daily Rate (ADR) multiplied by short term room rental fifty-percent (50%) occupancy percentage and Average Daily Rate (ADR), as reported by STR year as reported by the District Property owners or, when

unavailable, ~~as reported by the District Property, for the previous year~~~~as reported by STR for the previous calendar fiscal~~ year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue. Assuming a ~~July 1, 2023~~January 1, 2024 District begin date, the initial

~~Abbreviated first-year budget is based on 2023 January-June business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners. Abbreviated first-year budget is based on the 2022 2023 January-June calendar year business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. The subsequent annual assessment will be based on the benefits received for the prior year on the parcel, as measured by assessments remitted and business activity as reported by District Property owners, or when unavailable, as reported by STR as outlined above. calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by District Property owners, or when available, as reported by STR as outlined above.~~

Assuming a ~~July 1, 2023~~ January 1, 2024 District begin date, the District is expected to have a first ~~half--~~ year budget (FY2024) of approximately ~~\$2,590,000~~ 755,000 in the first ~~abbreviated~~ year of operations, based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

B. Collections and Remittance

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

C. Municipal Indebtedness

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such project would require City Council approval and follow Charter required process.

D. Related Contract, Agreements, and Obligations

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative

matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

E. Rollover Funds

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the

District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

F. Reserve Policy

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

V. Financial Data

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on **September 6—, 2023** in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City on a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on **September 6—, 2023**, at which time the proposed District was discussed by the public.

C. City Council Order

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on _____, 2023, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY
RELATIVE TO CITY BOUNDARIES

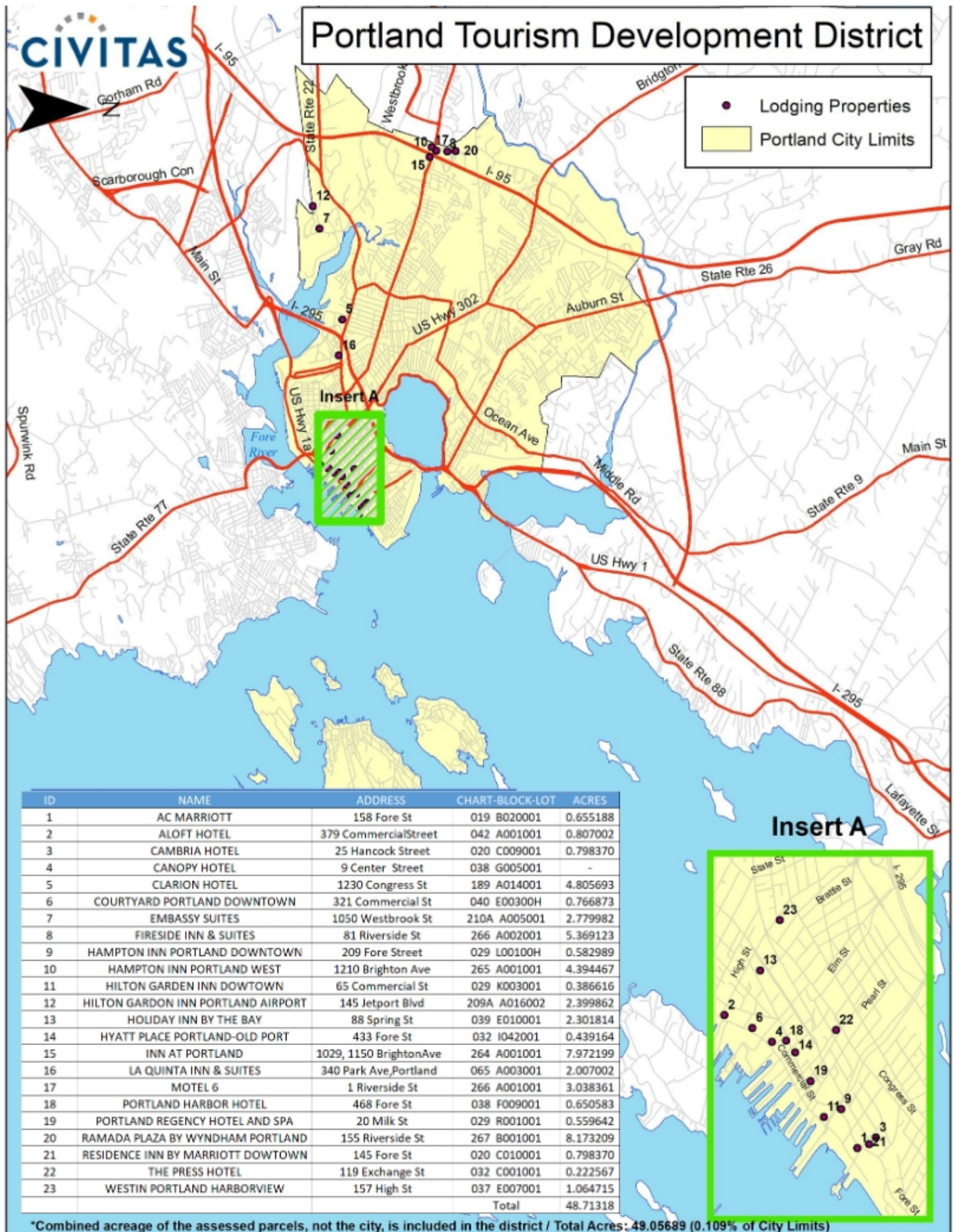


EXHIBIT B
NOTICE OF PUBLIC HEARING

EXHIBIT C
MINUTES OF PUBLIC HEARING

EXHIBIT D
CITY COUNCIL ORDER

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION A. Acreage Caps		
1. Total municipal acreage;	12,386	
2. Acreage of proposed Municipal Development District;	49.3706	
3. Downtown-designation ¹ acres in proposed Municipal Development District;	0	
4. Transit-Oriented Development ² acres in proposed Municipal Development District;	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal Development District counted toward 2%	49.3706	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal Development District (CANNOT EXCEED 2%).	.3986%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ SEE ATTACHED LISTING . District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	Existing	827.6469
	Proposed	49.3706
	Total:	877.0175
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;	417.0408	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/Acreage District Name/Acreage	30.00	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/Acreage District Name/Acreage	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	429.9767	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	3.4715%	
14. Real property in proposed Municipal Development District that is:	ACRES	% [=Acres÷A2]
a. A blighted area;		
b. In need of rehabilitation, redevelopment or conservation;		
c. Suitable for commercial or arts district uses.	49.3706	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.

EXHIBIT E
STATUTORY REQUIREMENTS AND THRESHOLDS
PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT/NEW 2023

SECTION B. Valuation Cap			
1.	Total TAXABLE municipal valuation—use most recent April 1;	N/A	
2.	Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	N/A	
3.	Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	Existing	N/A
		Proposed	N/A
		Total:	N/A
30-A § 5223(3) EXEMPTIONS			
4.	Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;	N/A	
5.	Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
6.	Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
7.	Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV	N/A	
8.	Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV	N/A	
9.	Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;	N/A	
10.	Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).	N/A	

COMPLETED BY			
PRINT NAME	Lori Paulette		
SIGNATURE	Lori Paulette	DATE	8/25/2023
If this form has <u>not be completed by the municipal or plantation assessor</u> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME			
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

**Listing of Existing TIF Districts for Adding Portland Tourism Development District as of
6/1/2023**

6/1/2023

Active TIFs			
TIF District	FY Start/End	Original Assessed Value (OAV)	Acres
Waterfront/and W Maine Sub District/Added March 2018 Parcels	FY2002-03/FY2031-32	\$8,283,740	6.625
- WTIF 9/2018 Added Parcels		\$20,076,870	77.560
- WTIF 5/2019 Added Parcels		\$5,938,400	13.430
Bayside Expanded TIF District	FY2003-04/FY2032-33	\$121,639,640	128.728
Pearl Place/Avesta-AH TIF	FY2007-08/FY2035-36	\$0	1.035
Public Market/Power Pay	FY2010-11/FY2039-40	\$1,862,600	1.070
McAuley Place	FY2009-10/FY2038-39	\$0	5.320
Avesta/409 Cumberland Ave-AH TIF	FY2013-14/FY2034-35	\$0	0.410
Thompson's Pt TOD/TIF II	FY2014-15/FY2043-44	\$4,970,470	30.000
134 Washington Avenue/AH TIF	FY2014-15/FY2033-34	\$0	0.230
17 Carleton St/AH TIF District	FY2015-16/FY2036-37	\$0	0.572
	FY2015-16/FY2044-45	\$965,007,320	417.0408
ImmuCell TIF	FY2017-18/FY2028-29	\$52,600	1.110
58 Boyd Street/AH TIF	FY2018-19/FY2047-48	\$0	0.480
178 Kennebec St/AH TIF	FY2019-20/FY2048-49	\$0	0.220
Deering Place/AHTIF	FY2018-19/FY2047-48	\$0	1.090
977 Brighton Avenue/AHTIF	FY2019-20/FY2048-49	\$0	0.730
66 State Street AHTIF	FY2020-2021/FY2049-50	\$0	0.509
PHA Front Street AHTIF	FY2020-2021/FY2049-50	\$0	3.487
200 Valley Street AHTIF	FY2020-2021/FY2049-50	\$0	0.344
577 Washington Avenue AHTIF	FY2020-2021/FY2049-50	\$0	3.610
337 Cumberland Avenue AHTIF	FY2020-2021/FY2049-50	\$0	0.452
104 Grant Street AHTIF	FY2020-2021/FY2049-50	\$0	0.330
83 Middle Street AHTIF	FY2020-2021/FY2049-50	\$0	0.285
91 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.0000
73 Winter Street AHTIF	FY2021-2022/FY2050-51	\$0	0.3941
45 Dougherty	FY2023/2024/FY2052-53	\$0	1.6750
Portland Downtown Munic. Dev. Dist.	n/a	n/a	130.9100
Sub-Total:		\$1,127,831,640	827.6469
Less Exempt:			
Thompson's Point (TOD TIF)	FY2014-15/FY2043-44	-\$4,970,470	-30.000
Downtown TOD District	FY2015-16/FY2044-45	-\$965,007,320	-417.0408
Totals for Caps:		\$157,853,850	380.606
FY2022 Aggregate Total Value:		\$12,095,550,000	
Total Acreage for Ptld:			12,386.000
5% Allowed to be TIF'd:		\$604,777,500	619.300
Current Amounts TIF'd:		\$157,853,850	380.606
Amount Remaining that can be TIF'd:		\$446,923,650	238.694

MEMORANDUM
City Council Agenda Item

FROM: Brendan O'Connell
DATE: September 7, 2023
SUBJECT: Order 32-23/24 Authorizing Loans in the Amount of \$1,684,816 from the School Revolving Renovation Fund and the Issuance of the City's General Obligation Bonds Therefore - Sponsored by Danielle P. West, City Manager

SPONSOR: City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 9/6/2023

Final
Action 9/18/2023

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: This item has been reviewed and approved the the City's bond counsel.

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

I. SUMMARY

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF") for projects that have already been approved by the City Council in prior year City Capital Improvement Plans.

II. AGENDA DESCRIPTION

This order authorizes and the companion order below appropriates funding from partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved by the City Council in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs.

This item must be read on two separate days. It received its first reading on September 6, 2023. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

These two orders authorize and appropriate funding partially forgivable loans from the State of Maine School Revolving Renovation Fund ("SRRF"). These projects have already been approved in prior year City Capital Improvement Plans and these loans will reduce overall cost of these projects to City taxpayers due to the element of principal forgiveness and lower debt service costs. It is estimated that there will be a savings to taxpayers of over \$500,000 due to the use of these SRRF funds instead of traditional general obligation bonds.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

These loans help affordability in the City by providing principal forgiveness for the projects, lowering the total impact to Portland property taxpayers.

V. FINANCIAL IMPACT

This item will result in a net savings to City and School Department budgets of approximately \$500,000 over the life of these loans.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

Approval is recommended.

VIII. LIST ATTACHMENTS

1. Portland 2023 SRRF Bond Loan authorizing- bond order(16329951.1)

Prepared by:

Brendan O'Connell

Date: 09/07/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER AUTHORIZING LOANS IN THE AMOUNT OF \$1,684,816 FROM THE SCHOOL REVOLVING
RENOVATION FUND AND THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS THEREFORE**

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 one or more loans through the Maine Municipal Bond Bank's (the "Bond Bank") School Revolving Renovation Fund under the Maine School Facilities Finance Program (the "SRRF Program") in the aggregate principal amount not to exceed One Million Six Hundred Eighty-Four Thousand Eight Hundred Sixteen Dollars (\$1,684,816) (the "SRRF Loans"), 30% of which is expected to be forgiven and 70% of which is expected to be repaid, to finance certain school facility improvements attached hereto as Exhibit A and all other costs (as defined herein) related and ancillary thereto (the "School Renovation Projects"), such SRRF Loans to be evidenced by the City's general obligation bonds in the aggregate amount not to exceed \$1,684,816 (the "Bonds").

BE IT FURTHER ORDERED:

1. That the Director of Finance be and hereby is authorized, in the name of and on behalf of the City of Portland, to consummate such SRRF Loans and to prepare, issue, and sell such Bonds, at one time, through the SRRF Program.
2. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to establish, determine and approve the form, dates, maturities (with the last maturity not to exceed the maximum term permitted by law), denominations, interest rates, places of payment, provisions for early redemption, with or without a premium, prior to the stated maturity date(s), and all other details, including the timing and manner of their sale and award, such approval to be conclusively evidenced by the execution thereof.
3. That the Bonds shall be executed in the name of and on behalf of the City by the Director of Finance and the Mayor, either or both of whose signatures may be by facsimile to the extent permitted by law, and shall bear the City seal thereon, attested by its Clerk.
4. That the term "cost" or "costs" as used herein and applied to the School Renovation Projects, or any portion thereof, includes, but is not limited to (1) the cost to design, acquire, construct, renovate, improve, furnish and equip the School Renovation Projects, 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.

5. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to covenant, certify and agree, for the benefit of the holders of such Bonds, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

6. That the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, to do or cause to be done all such acts and things, including to approve, execute and deliver such contracts, agreements, loan agreements with the Bond Bank, investment agreements, certificates, instruments, assignments and other documents (the "Bond Documents"), as may be necessary or advisable in order to accomplish the consummation of the SRRF Loans and the issuance of the Bonds, which Bond Documents may be in such form and contain such terms, conditions and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, as may be approved by the Director of Finance, such approval to be conclusively evidenced by his execution thereof.

7. That if the actual cost of any SRRF Project differs from the estimated cost on the attached Exhibit A, whether due to completion, delay or abandonment of such SRRF Project or for any other reason, the Director of Finance be and hereby is authorized and empowered, in the name of and on behalf of the City, in his discretion, to reallocate proceeds of the SRRF Loans to any other SRRF Project listed on the attached Exhibit A.

8. That if the Director of Finance, Mayor or Clerk are for any reason unavailable to approve and execute the Bonds or any other Bond Document necessary or convenient to the issuance, execution and delivery of the Bonds, the person or persons then acting in such capacity, whether on an interim or acting basis, 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.

9. That if any of the Director of Finance, Mayor or Clerk who have signed or sealed the Bonds or any other Bond Document shall cease to be such officers or officials before the Bonds shall have been actually authenticated or delivered by the City, such Bonds 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 had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the City, although at the nominal date of such Bonds any such person shall not have been such officer or official.

10. That the Bonds authorized by this Order are in addition to any bonds or notes previously authorized for the same or similar purposes.

11. 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 shall be included in the tax levy of each year until the debt represented by said Bonds is extinguished.

12. That during the term any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Director of Finance 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 Director of Finance 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 Director of Finance 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.

Exhibit A

SRRF Projects

DOE Project #	School	Project Description	Total SRRF Loan	Anticipated Forgiven Portion	Anticipated Amount to be Repaid	Term
#1601	PHS	ADA Improvements	\$211,857	\$63,557 30.00%	\$148,300 70.00%	10 years
#1602	Gerald E. Talbot Community School	ADA Improvements	\$468,575	\$140,573 30.00%	\$328,003 70.00%	10 years
#1603	PATHS/Casco Bay High School	ADA Improvements	\$235,248	\$70,574 30.00%	\$164,674 70.00%	10 years
#1604	King Middle School	ADA Improvements	\$286,349	\$85,905 30.00%	\$200,444 70.00%	10 years
#1605	Lyman Moore Middle School	ADA Improvements	\$121,626	\$36,488 30.00%	\$85,138 70.00%	10 years
#1606	Deering High School	ADA Improvements	\$361,161	\$108,348 30.00%	\$252,813 70.00%	10 years
			\$1,684,816	\$505,445	\$1,179,372	

The SRRF Projects include but are not limited to ADA compliant doors/hardware, sinks/counters, handrails, curb cuts, chairlifts, restrooms, walkways, curb cuts, detectable warning strips, handrails on stairs, locker room renovations, bathroom/ rest room renovations, ramps and nurse's area renovations

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 7, 2023

SUBJECT: Order 33-23/24 Appropriating \$1,684,816 in Loan Proceeds from the School Revolving Renovation Fund for School Renovation Projects - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. **Do NOT** write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: This order was reviewed and approved by the City's bond counsel.

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

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order with the order above, appropriating \$1,684,816 authorized from the School Revolving Renovation Fund.

This item must be read on two separate days. It received its first reading on September 6, 2023. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Portland 2023 SRRF Bond Loan - appropriation order(16388032.1)

Prepared by:

Date: 09/07/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER APPROPRIATING LOAN PROCEEDS FOR
SCHOOL RENOVATION PROJECTS**

IT IS HEREBY ORDERED THAT:

1. The sum of One Million Six Hundred Eighty-Four Thousand Eight Hundred Sixteen Dollars (\$1,684,816) is hereby appropriated to finance certain school facility improvements attached hereto as Exhibit A and all other costs related and ancillary thereto (the "School Renovation Projects"),

2. The appropriation set forth in paragraph 1 above is and shall be contingent upon the City closing on a loan with the Maine Municipal Bond Bank in the amount stated or in such lesser amounts as the City's Director of Finance may approve, in which case, such appropriation shall be modified to reflect the reduced amount of such loan.

Exhibit A

SRRF Projects

DOE Project #	School	Project Description	Total SRRF Loan	Anticipated Forgiven Portion	Anticipated Amount to be Repaid	Term
#1601	PHS	ADA Improvements	\$211,857	\$63,557 30.00%	\$148,300 70.00%	10 years
#1602	Gerald E. Talbot Community School	ADA Improvements	\$468,575	\$140,573 30.00%	\$328,003 70.00%	10 years
#1603	PATHS/Casco Bay High School	ADA Improvements	\$235,248	\$70,574 30.00%	\$164,674 70.00%	10 years
#1604	King Middle School	ADA Improvements	\$286,349	\$85,905 30.00%	\$200,444 70.00%	10 years
#1605	Lyman Moore Middle School	ADA Improvements	\$121,626	\$36,488 30.00%	\$85,138 70.00%	10 years
#1606	Deering High School	ADA Improvements	\$361,161	\$108,348 30.00%	\$252,813 70.00%	10 years
			\$1,684,816	\$505,445	\$1,179,372	

The SRRF Projects include but are not limited to ADA compliant doors/hardware, sinks/counters, handrails, curb cuts, chairlifts, restrooms, walkways, curb cuts, detectable warning strips, handrails on stairs, locker room renovations, bathroom/ rest room renovations, ramps and nurse's area renovations

MEMORANDUM
City Council Agenda Item

FROM: Kevin Kraft
Deputy Director - Planning & Urban Development

DATE: August 21, 2023

SUBJECT: Order 34-23/24 Accepting and Appropriating a \$10,000 Donation from the Congress Square Redesign Committee for Phase B of Congress Square Park - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/18/2023

**Final
Action 10/2/2023**

Can action be taken at a later date: No The City needs to move forward with bidding for 2024 construction.

Does this item involve a new contract with the City: No

PRESENTATION: Christine Grimando, Director, Planning & Urban Development; Kevin Kraft, Deputy Director, Planning & Urban Development (5 minutes - if necessary).

I. SUMMARY

II. AGENDA DESCRIPTION

The donation of \$10,000 from the Congress Square Redesign Committee would fund vital construction documents necessary to complete Phase B of the rehabilitation of Congress Square Park.

Congress Square Park is an important public resource for residents, business owners, and visitors located in the heart of Portland's Arts District. Congress Square Redesign planning efforts began in 2012. The redesign involves a multi-phase, large-scale renovation aimed at turning an underperforming, car-dominated intersection and adjacent public plazas into an active and integrated public urban amenity in one of the densest areas of Portland. The rehabilitation of this public amenity will contribute to Portland's economic vitality and enhance the quality of life for its residents, workers, and visitors, serving as a focal point for cultural activities and community programs.

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

III. BACKGROUND

Design development work for Phase B of the Congress Square Redesign project was completed in 2018, followed by the completion of construction documents in 2022. The Planning and Urban Development Department intends to move forward with construction bidding this fall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to utilize the funds towards construction drawing documents for a proposed storage shed to be incorporated as part of Phase B. This is a necessary step towards the completion of the multi-year Congress Square Redesign effort that has been underway since 2012.

V. FINANCIAL IMPACT

None. The City will gain \$10,000 to be utilized for Phase B construction drawings.

VI. STAFF ANALYSIS AND BACKGROUND

Congress Square Redesign Committee has been undergoing a private fundraising campaign to raise funds that will supplement City funding for the overhaul of Congress Square.

VII. RECOMMENDATION

Staff recommend the donation of \$10,000 from the Congress Square Redesign Committee be accepted.

VIII. LIST ATTACHMENTS

1. Order Appropriating a \$10K donation for Congress Square 9.18.2023

Prepared by:

Kevin Kraft

Deputy Director - Planning & Urban Development

Date: 08/21/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER ACCEPTING AND APPROPRIATING A \$10,000 DONATION FROM
THE CONGRESS SQUARE REDESIGN COMMITTEE
FOR PHASE B OF CONGRESS SQUARE PARK**

ORDERED, that a \$10,000 donation from the Congress Square Redesign Committee is hereby accepted and that amount appropriated for expenses related to the redesign of Congress Square Park; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM: Evan Schueckler
DATE: August 14, 2023
SUBJECT: Order 35-23/24 Accepting and Appropriating Three Maine Historic Preservation Commission Grants for the Planning Department - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 9/18/2023

Final
Action 10/2/2023

Can action be taken at a later date: Yes If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: n/a

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item accepts and appropriates three Certified Local Government (CLG) grants by the Maine Historic Preservation Commission (MHPC): \$9,500 to present a Commission Assistance and Mentoring Program (CAMP) training by the National Alliance of Preservation Commissions (NAPC) for Maine CLG staff and Commission/Board members, with no required match; \$2,400 to digitize Historic Resource Survey Forms and photographs for the West End, How House, Old Port, and Deering Street Historic Districts so that they can be made available online, with a required match of \$1,600; and \$2,313.60 to assist two staff members in attending the Nation Trust for Historic Preservation Past Forward Conference, with a required match of \$1,542.40. Planning & Urban Development Department FY24 budget funds have been budgeted for the required matches.

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

III. BACKGROUND

As a CLG since 2004, the City of Portland may submit CLG grant applications to the MHPC. This pool of grant funding is limited to Maine's eleven CLGs and requires only a 40% match. CLG grants are funded through the Federal Historic Preservation Fund. Previous CLG grants awarded to the city have supported the Historic Preservation Program Manager position, supported restoration of the Lincoln Park Fence, and been utilized as pass-through grants to support preservation efforts by local non-profits such as the Tate House Museum and Mechanics Hall.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended results of these grants are that training and professional development opportunities will be made available to Historic Preservation staff and Board members, and that existing Historic Preservation documents and resources will be made more easily publicly accessible.

V. FINANCIAL IMPACT

The three grants will require the following funds be matched by the Planning & Urban Development Department FY24 budget; no new or additional funds or required or requested:

1. Digitize Historic Resource Survey Forms: required match of \$1,600.
2. Assist two staff members in attending the Nation Trust for Historic Preservation Past Forward Conference: required match of \$1,542.40.

VI. STAFF ANALYSIS AND BACKGROUND

Staff support acceptance of the three grants as they will support the capacity of the City's Historic Preservation Program.

VII. RECOMMENDATION

Staff recommend that the City Council accept the three grants awarded by MHPC.

VIII. LIST ATTACHMENTS

1. Order Appropriating Three Maine Historic Preservation Commission Grants 9.18.2023
2. MHPC \$9,500 CAMP Portland CLG 2023 CAMP Contract
3. MHPC \$2,400 Scanning Portland CLG 2023 CAMP Contract
4. MHPC \$2,313.60 travel to conference Portland CLG 2023 Contract

Prepared by:

Evan Schueckler

Date: 08/14/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

**ORDER ACCEPTING AND APPROPRIATING THREE MAINE HISTORIC
PRESERVATION COMMISSION GRANTS**

ORDERED, that a \$4,000 Maine Historic Preservation Commission Grant is hereby accepted substantially in the form attached hereto and that amount appropriated to pay for document scanning; and

ORDERED, that a \$3,856 Maine Historic Preservation Commission Grant is hereby accepted substantially in the form attached hereto and that amount appropriated to pay for attendance at a professional conference; and

ORDERED, that a \$9,500 Maine Historic Preservation Commission Grant is hereby accepted substantially in the form attached hereto and that amount appropriated to pay for Commission Assistance and Mentoring Program training; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreements and whatever other documents are necessary to effect the intent and purpose of this order.



SERVICE CONTRACT

DATE: 5/11/2023	CONTRACT AMOUNT: \$9,500.00
ADVANTAGE CONTRACT #: 20230511*3160	
DEPARTMENT AGREEMENT #: ME-23-10010	
START DATE: 5/31/2023	END DATE: 3/15/2025

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 55 Capitol Street, SHS 65		
CITY: Augusta	STATE: Maine	ZIP CODE:04333-0065
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: Maine	ZIP CODE:04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department Representative:

Provider Representative:

Kirk F. Mohney 6/20/23
BY: Signature Kirk F. Mohney Date

BY: Signature Name and Title Date

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

STATE OF MAINE | SERVICE CONTRACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Christi A. Chapman-Mitchell		
EMAIL: christi.chapman-mitchell@maine.gov	TELEPHONE: 207 287 1453	
ADDRESS: 55 Capitol Street		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0065

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Evan Schueckler		
EMAIL: evans@portlandmaine.gov	TELEPHONE: 207 874 8726	
ADDRESS: 389 Congress Street, 4 th Floor		
CITY: Portland	STATE: Maine	ZIP CODE: 04101

RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D –Specifications of Work and Compliance Information
☒	Rider E – Attachments
☒	Rider F – Budget and Detailed Payment Instructions
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 9,500	013	94p	1655	26	6401	1655G	F2023		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 9,500.00

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 9,500.00

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	Maine Historic Preservation Commission
Provider	Organization providing services under this Contract
State	State of Maine
Commission	Maine Historic Preservation Commission
CLG	Certified Local Government

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide Certified Local Government (CLG) funding to the City of Portland in order for them to host a Commission and Mentoring Program (CAMP) training. This training will be open to members of Historic Preservation Commissions throughout the state, with a special focus on those members who serve on a board or commission within a CLG.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded as a sub-grant to Certified Local Governments (CLG).

The Provider shall arrange for the CAMP training, publicize it, host it and pay for the training. Curricula will be chosen in consultation with the Department. The Department will reimburse the City of Portland up to \$9,500 after the training has been held. See Rider D for additional details.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below: deliver copies of announcement of grant award, interim reports, final report, copies of attendance lists and any publicity. See Rider D for additional details.

IV. PERFORMANCE MEASURES: N/A

STATE OF MAINE | SERVICE CONTRACT

V. REPORTS: Enter N/A if not applicable

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	Rider D
2.	Final Report	Rider D

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: (<i>"Each year/quarter/month/week"</i>)	Due Date and/or Frequency: (<i># days after each year/quarter/month/week"</i>)
1.	Interim Reports	Quarterly	See Rider D
2.	Final Report	Contract period	See Rider D

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Agreement.

RIDER B: TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this

Agreement. This restriction shall not apply to regularly retired employees or any employee who has been out of state employment for a period of twelve (12) months.

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or

judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion

Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C: EXCEPTIONS

The following exceptions to Standard Rider B are hereby incorporated into this Agreement:

1. Add the following to Section 12 "TERMINATION":

The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department.

2. Add the following to the beginning of the first sentence of Section 15 "STATE HELD HARMLESS".

Subject to and within the defenses, immunities and limitation of liability available to the State and/or to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq. or other applicable law, [continue with existing Section 15]

3. Add the following to Section 18 "INSURANCE".

Provider is fully self-insured pursuant to the Maine Tort Claims Act and shall provide the Department with a letter certifying its self- insured status upon request.

EXCEPTIONS TO RIDER D

The following contract clauses in Rider D do not apply to this contract:

1. Program Specific Requirement #11 does not apply.
2. Program Specific Requirement #20 does not apply.
2. Program Specific Requirement #21 does not apply.

**RIDER D: SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE
INFORMATION**

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of conducting a Commission Assistance and Mentoring (CAMP) training in accordance with the scope of work, and timetable provided with this contract.

This grant award is made pursuant to, and recipients must adhere to the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

SCOPE OF WORK

The Provider agrees to conduct the CAMP Training in accordance with the Provider's 2023 **CLG Grant Application** as submitted to the Commission, and

1. Ensure that all work will meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Standards which apply to this project are the Secretary of the Interior's Standards and Guidelines for Preservation Planning.
2. Understand that the purpose of this one-day training workshop is to assist members of historic preservation commissions to *build strong local preservation programs and leaders through education and training*. This workshop will be sponsored by the National Alliance of Preservation Commissions (NACP) and the curricula will be chosen by the City of Portland in consultation with the Maine Historic Preservation Commission.

In addition, the Applicant agrees to:

- Complete and submit interim reports and the final report as per the timetable below; and
- Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

1. Interim reports,
2. Completed final report for the grant,
3. Copies of announcements, advertisements, invitation, handouts or flyers associated with recognizing the grant award and publicizing the event,
4. Index to Deliverables (See Rider E), and
5. Photographs of the CAMP training session as jpgs, and completed NPS Photo-Release-Form 09-12-2008.pdf for any person depicted in the photographs.

TIMETABLE

BEGINNING DATE	Date of signed contract
FIRST INTERIM PROGRESS REPORT	October 15, 2023
SECOND INTERIM PROGRESS REPORT	January 15, 2024
THIRD INTERIM PROGRESS REPORT	April 15, 2024
FOURTH INTERIM PROGRESS REPORT (If needed)	July 15, 2024
FIFTH INTERIM PROGRESS REPORT (if needed)	October 15, 2024

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SIXTH INTERIM PROGRESS REPORT (if needed)
FINAL BILLING and ALL PROJECT PRODUCTS DUE

January 15, 2025
March 15, 2025

This interim reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

NO PROJECT EXTENSIONS WILL BE GIVEN BEYOND March 15, 2025

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR:: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR:: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is **not** required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award. *Not Applicable*.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the

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terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.

- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

- a. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- b. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

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If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

- a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- c. Department of Interior Bureau or Office who issued the award.
- d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- f. Federal Award Identification Number (FAIN).
- g. Federal funding amount (reference block 11.m. on DO Notice of Award).
- h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known). Infrastructure project description(s) and location(s) (to the extent known).
- i. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
- j. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- k. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- l. Anticipated impact if no waiver is issued. Approved waivers will be posted at Approved Buy America
- m. Requests | U.S. Department of the Interior (doi.gov); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in

the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

8. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

9. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

10. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

11. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

12. Assignment.

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

13. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

14. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

15. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

16. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

18. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

19. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

20. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b. Requirements.

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1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.
1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

21. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

22. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

23. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
- i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

- iii. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- iv. Code of Federal Regulations/Regulatory Requirements:
 - 2 CFR Part 182 & 1401 “Government-wide Requirements for a Drug-Free Workplace”;
 - 2 CFR Part 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (NonProcurement)”;
 - 43 CFR 18, “New Restrictions on Lobbying”;
 - 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
 - 2 CFR Part 170, “Reporting Subawards and Executive Compensation”.
- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

PROGRAM SPECIFIC REQUIREMENTS

1. **Retention and Access Requirements for Records.**
All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
2. **NAGPRA Costs Are Unallowable**
Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.
3. **Allowable and Eligible Costs.**
Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

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- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

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Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.

- b. All digital copies must follow the file naming convention:

SHPO_23_ME_City of Portland_description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.

- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;
- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- #### 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.
- If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated. .

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

15. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

16. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Nonfederal Matching Share. At least \$ 0 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant

period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds. Not Applicable

21. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the _____, as owner of the _____ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for _____ years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed. Not applicable.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E: ATTACHMENTS

The following completed documents or text are attached to and made a part of this Agreement:

1. Provider's FY 2023 Certified Local Government Grant Application

2. Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_23_ME_City of Portland_P23AF0000477_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Submit all files to the Commission via email.

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number (P23AF00477)
- Subgrant # ME-23-10010
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_23_ME_City of Portland_P23AF00477_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
In-person , 6 Topic CAMP training	National Association of Preservation Commissions	1 full day event	\$9,000	\$9,500	
Advertising/ Mailers	City of Portland Staff	1	\$500.00	\$500.00	Estimate for legal ad, and mailers to Maine Board/Commission Chairs and Staff.

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
In-person , 6 Topic CAMP training	Commission	CLG Grant	Cash	\$9,000.00	
Advertising/ Mailers	Commission	CLG Grant	Cash	500.00	
Total				\$9,500.00	

MATCH SUMMARY

Total in-kind: \$0
 Total Donation \$0
 Total Cash \$
 Total Volunteer \$0
 Total Match \$0

GRANT SUMMARY

Total Grant Request: \$9,500.00

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Ms. Chapman-Mitchell:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$_____ for expenses incurred between _____ and _____, 2024 in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials/venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

Sincerely,

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



SERVICE CONTRACT

DATE: 5/11/2023	CONTRACT AMOUNT: \$2,400.00
ADVANTAGE CONTRACT #: 20230511*3162	
DEPARTMENT AGREEMENT #: ME—23-10012	
START DATE: 5/31/2023	END DATE: 3/15/2025

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 55 Capitol Street, SHS 65		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0065
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: Maine	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department Representative:

Provider Representative:

6/20/23
 BY: Signature Kirk F. Mohnen Date

BY: Signature **Name and Title** Date

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT
--

STATE OF MAINE | SERVICE CONTRACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Christi A. Chapman-Mitchell		
EMAIL: christi.chapman-mitchell@maine.gov	TELEPHONE: 207 287 1453	
ADDRESS: 55 Capitol Street		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0065

PROGRAM ADMINISTRATOR: **(Program Administrator section is optional.)**

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Evan Schueckler		
EMAIL: evans@portlandmaine.gov	TELEPHONE: 207 874 8726	
ADDRESS: 389 Congress Street, 4 th Floor		
CITY: Portland	STATE: Maine	ZIP CODE: 04101

RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D – Specifications of Work and Compliance Information
☒	Rider E – Attachments
☒	Rider F – Budget and Detailed Payment Instructions
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 2,400	013	94p	1655	26	6401	1655G	F2023		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 2,400

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 2,400

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	Maine Historic Preservation Commission
Provider	Organization providing services under this Contract
State	State of Maine
Commission	Maine Historic Preservation Commission
CLG	Certified Local Government

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is This project will digitize the collection of survey forms that the Portland Historic Preservation Program only has in hard-copy for the locally designated West End Historic District. This district contains the Western Promenade and Spring Street Historic Districts that are listed in the National Register of Historic Places. Dating from the 1990s the surveys include original fil photographs of each property.

The Provider shall contract with an outside vendor to scan the collection of survey forms. Software with Optical Character Recognition will be used to scan the forms. The forms will be made available to the public in searchable PDF format on the City's Historic District website. The digital files will be grouped based on street name.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded as a sub-grant to Certified Local Governments (CLG).

The Provider shall administer the City of Portland, survey form scanning project as described in providers 2023 CLG grant application.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

STATE OF MAINE | SERVICE CONTRACT

1. Interim reports;
2. Completed final report for the grant; and
3. A selection of web pages (10-15) representing access to the survey files on line and and images of the actually scanned surveys saved as pdf files. These will be formatted as per the Digital Products Guidelines in Rider E and submitted via email to the Grant Administrator.

IV. PERFORMANCE MEASURES: **N/A**

V. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	See Rider D for schedule
2.	Final Report	See Rider D for schedule

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Interim Report	Quarterly	See Rider D for schedule
2.	Final Report	Quarterly	See Rider D for schedule

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Agreement.

RIDER B: TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this

Agreement. This restriction shall not apply to regularly retired employees or any employee who has been out of state employment for a period of twelve (12) months.

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or

judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion

Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C: EXCEPTIONS

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure Rider C is not checked in the Rider section.

The following exceptions to Standard Rider B are hereby incorporated into this Agreement:

1. Add the following to Section 12 "TERMINATION":

The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department.

2. Add the following to the beginning of the first sentence of Section 15 "STATE HELD HARMLESS".

Subject to and within the defenses, immunities and limitation of liability available to the State and/or to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq. or other applicable law, [continue with existing Section 15]

3. Add the following to Section 18 "INSURANCE".

Provider is fully self-insured pursuant to the Maine Tort Claims Act and shall provide the Department with a letter certifying its self- insured status upon request.

EXCEPTIONS TO RIDER D

The following contract clauses in Rider D do not apply to this contract:

1. Program Specific Requirement #11 does not apply.
2. Program Specific Requirement #21 does not apply.

RIDER D: SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of financially supporting the Survey Form Scanning Project within the City of Portland's Department of Planning and Urban Development in accordance with the scope of work, and timetable provided with this contract. These federal funds must be matched by a minimum of \$1,600.00.

SCOPE OF WORK

The Provider agrees to conduct the survey form scanning project in accordance with the Provider's 2023 **CLG Grant Application** as submitted to the Commission.

In addition, the Applicant agrees to:

- Include a requirement for Optical Character Recognition as part of the scanning process;
- Complete and submit interim reports and the final report as per the timetable below; and
- Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

1. Interim Reports,
2. Completed final report for the grant,
3. Copies of announcement of grant award and any publicity surrounding the awarding of this grant,
4. A minimum of ten survey forms as they appear on the City's website when the project is finished and an image of the website access page, all saved as pdf conforming to the Digital Submission Guidelines in Rider E,
5. Index to Deliverables (See Rider E), and
6. Photographs as jpgs (if applicable).

TIMETABLE

BEGINNING DATE	Date of signed contract
FIRST INTERIM PROGRESS REPORT	October 15, 2023
SECOND INTERIM PROGRESS REPORT	January 15, 2024
THIRD INTERIM PROGRESS REPORT	April 15, 2024
FOURTH INTERIM PROGRESS REPORT (If needed)	July 15, 2024
FIFTH INTERIM PROGRESS REPORT (if needed)	October 15, 2024
SIXTH INTERIM PROGRESS REPORT (if needed)	January 15, 2025
FINAL BILLING and ALL PROJECT PRODUCTS DUE	March 15, 2025

This interim reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

NO PROJECT EXTENSIONS WILL BE GIVEN BEYOND March 15, 2025

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section

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must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

- a. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- b. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

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- a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- c. Department of Interior Bureau or Office who issued the award.
- d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- f. Federal Award Identification Number (FAIN).
- g. Federal funding amount (reference block 11.m. on DO Notice of Award).
- h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known). Infrastructure project description(s) and location(s) (to the extent known).
- i. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
- j. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- k. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- l. Anticipated impact if no waiver is issued. Approved waivers will be posted at Approved Buy America
- m. Requests | U.S. Department of the Interior (doi.gov); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

8. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

9. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

10. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

11. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

12. Assignment.

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No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

13. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

14. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

15. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

16. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

18. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

19. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

20. Conflict of Interest

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b. Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c. Notification.

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1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

21. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

22. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

23. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - iii. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - iv. Code of Federal Regulations/Regulatory Requirements:
 - 2 CFR Part 182 & 1401 “Government-wide Requirements for a Drug-Free Workplace”;
 - 2 CFR Part 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (NonProcurement)”;
 - 43 CFR 18, “New Restrictions on Lobbying”;
 - 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".
- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

PROGRAM SPECIFIC REQUIREMENTS

1. **Retention and Access Requirements for Records.**
All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
2. **NAGPRA Costs Are Unallowable**
Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.
3. **Allowable and Eligible Costs.**
Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:
 - a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
 - b. Administrative costs necessary to complete and administer the grant requirements;
 - c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and

- iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project

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Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_23_ME_City of Portland_23AS00477_description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;

- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated. .

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records,

supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

15. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

16. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

- 20. Nonfederal Matching Share. At least \$1,600.00 in eligible nonfederal matching contributions** that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

21. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the _____, as owner of the _____ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for _____ years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through

photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E: ATTACHMENTS

(Included at Department's Discretion)

1. The following completed document is attached to and made a part of this Agreement:

Provider's FY 2022 Certified Local Government Grant Application

2. Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

SHPO_23_ME_City of Portland_23AS00477 _[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.

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- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Submit all files to the Commission via email.

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number (P23AS00477)
- Subgrant # ME-23-10012
- Title of Product
 - Filename
 - Creator (give full names and their roles in creating the product/deliverable)
 - Date Completed
 - Extent (pages, length, number of slides; use when applicable)
 - Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_23_ME_City of Portland_23AS00477 _Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS
--

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Digitization and file management of survey forms	Consultant/ven dor	1	\$4,000	\$4, 000	Flat fee.

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
60 % of digitization and file management of survey forms	Commission	HPF CLG grant funds	Cash	\$2,400	
40 % of digitization and file management of survey forms	City of Portland	City Budget	Cash	\$1,600	
Total				\$4,000	

MATCH SUMMARY

Total in-kind: \$0
 Total Donation \$0
 Total Cash \$1,600
 Total Volunteer \$0
 Total Match \$1,600

GRANT SUMMARY

Total Grant Request: \$2,400

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Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____

Date _____

RE: Contract # _____

Dear Ms. Chapman-Mitchell:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$_____ for expenses incurred between _____ and _____, 2024 in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$_____, of which \$_____ is match and \$_____ is requested as reimbursement.

Sincerely,

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: M**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



SERVICE CONTRACT

DATE: 5/11/2023	CONTRACT AMOUNT: \$2,313.60
ADVANTAGE CONTRACT #: 210230511*3163	
DEPARTMENT AGREEMENT #: ME-23-10013	
START DATE: 5/31/2023	END DATE: 3/15/2025

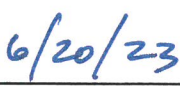
This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Maine Historic Preservation Commission		
ADDRESS: 55 Capitol Street, SHS 65		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0065
PROVIDER		
PROVIDER NAME: City of Portland		
ADDRESS: 389 Congress Street		
CITY: Portland	STATE: Maine	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #: VC0000259476		

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department Representative:

Provider Representative:

 
BY: Signature Kirk F. Mohnney Date

BY: Signature Name and Title Date

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

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CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Christi A. Chapman-Mitchell		
EMAIL: christi.chapman-mitchell@maine.gov	TELEPHONE: 207 287 1453	
ADDRESS: 55 Capitol Street		
CITY: Augusta	STATE: Maine	ZIP CODE: 04333-0065

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Evan Schueckler		
EMAIL: evans@portlandmaine.gov	TELEPHONE: 207 874 8726	
ADDRESS: 389 Congress Street, 4 th Floor		
CITY: Portland	STATE: Maine	ZIP CODE: 04101

RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider C - Exceptions
☒	Rider D –Specifications of Work and Compliance Information
☒	Rider E – Attachments
☒	Rider F – Budget and Detailed Payment Instructions
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

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FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 2,313.60	013	94p	1655	26	6401	1655G	F2023		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 2,313.60

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 2,313.60

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	Maine Historic Preservation Commission
Provider	Organization providing services under this Contract
State	State of Maine
Commission	Maine Historic Preservation Commission
CLG	Certified Local Government

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide Certified Local Government (CLG) funding to the City of Portland in order for them to send two staff members to the National Trust for Historic Preservation's Annual Conference in Washington DC. This conference will provide professional training for the Historic Preservation Program Manager and his assistant.

The funding for this grant originates in the Historic Preservation Fund (HPF), a National Park Service, Department of the Interior grant-in-aid, and is awarded as a sub-grant to Certified Local Governments (CLG).

The Provider shall publicize the grant award, make travel arrangements, and pay for registration and per-diem. All expenses are to be allowable program expenses as per <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>. See Rider D Scope of Work for additional details.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Interim reports;
2. Completed final report for the grant;
3. Copies of announcements, recognizing the grant award and any other publicity associated with the grant funded project;

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4. Index to Deliverables (See Rider E); and
5. Photographs of attendees at the conference as jpgs, and completed NPS Photo-Release-Form 09-12-2008.pdf for any person depicted in the photographs.

IV. PERFORMANCE MEASURES: **N/A**

V. REPORTS:

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Interim Reports	Rider D
2.	Final Report	Rider D

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Interim Reports	Quarterly	See Rider D
2.	Final Report	Contract period	See Rider D

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Agreement.

RIDER B: TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this

Agreement. This restriction shall not apply to regularly retired employees or any employee who has been out of state employment for a period of twelve (12) months.

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or

judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion

Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C: EXCEPTIONS

The following exceptions to Standard Rider B are hereby incorporated into this Agreement:

1. Add the following to Section 12 "TERMINATION":

The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department.

2. Add the following to the beginning of the first sentence of Section 15 "STATE HELD HARMLESS".

Subject to and within the defenses, immunities and limitation of liability available to the State and/or to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et. seq. or other applicable law, [continue with existing Section 15]

3. Add the following to Section 18 "INSURANCE".

Provider is fully self-insured pursuant to the Maine Tort Claims Act and shall provide the Department with a letter certifying its self- insured status upon request.

EXCEPTIONS TO RIDER D

The following contract clauses in Rider D do not apply to this contract:

1. Program Specific Requirement #11 does not apply.
2. Program Specific Requirement #21 does not apply.

RIDER D: SPECIFICATIONS OF WORK TO BE PERFORMED and COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of sending two staff member in City of Portland Department of Planning and Urban Development Department to the National Trust Conference in Washington, DC in accordance with the scope of work, and timetable provided with this contract. These federal funds must be matched by a minimum of \$1,542.40

SCOPE OF WORK

The Provider agrees to undertake travel to the National Trust Conference "Past Forward" in Washington, D.C. in accordance with the Provider's 2023 **CLG Grant Application** as submitted to the Commission.

In addition, the Applicant agrees to:

1. Provide and submit to the Commission receipts for all expenses;
2. Review Allowable Program Expenses at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>;
3. Complete and submit interim reports and the final report as per the timetable below; and
4. Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

1. Interim reports;
2. Completed final report for the grant;
3. Copies of announcements, recognizing the grant award and any other publicity associated with the grant funded project;
4. Index to Deliverables (See Rider E); and
5. Photographs of attendees at the conference as jpgs, and completed NPS Photo-Release-Form 09-12-2008.pdf for any person depicted in the photographs.

TIMETABLE

BEGINNING DATE	Date of signed contract
FIRST INTERIM PROGRESS REPORT	October 15, 2023
SECOND INTERIM PROGRESS REPORT	January 15, 2024
THIRD INTERIM PROGRESS REPORT	April 15, 2024
FOURTH INTERIM PROGRESS REPORT (If needed)	July 15, 2024
FIFTH INTERIM PROGRESS REPORT (if needed)	October 15, 2024
SIXTH INTERIM PROGRESS REPORT (if needed)	January 15, 2025
FINAL BILLING and ALL PROJECT PRODUCTS DUE	March 15, 2025

This interim reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

NO PROJECT EXTENSIONS WILL BE GIVEN BEYOND March 15, 2025

ARTICLES

1. Department of the Interior Standard Terms and Conditions 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. DOI terms and regulatory requirements are located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Responsibilities of the Parties

The Recipient agrees to:

- a. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
- b. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
- c. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
- d. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

3. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget.

4. Recipient Cost Share or Match.

Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Commission based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

5. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. Modification, Remedies For Noncompliance Termination

- a. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by the Commission.
- b. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- c. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

7. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section

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must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

- a. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- b. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

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- a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- c. Department of Interior Bureau or Office who issued the award.
- d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- f. Federal Award Identification Number (FAIN).
- g. Federal funding amount (reference block 11.m. on DO Notice of Award).
- h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).Infrastructure project description(s) and location(s) (to the extent known).
- i. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
- j. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- k. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- l. Anticipated impact if no waiver is issued. Approved waivers will be posted at Approved Buy America
- m. Requests | U.S. Department of the Interior (doi.gov); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

8. Ensuring The Future Is Made In All Of America By All Of America's Workers Per E.O. 14005 (Dated January 25, 2021).

Per Executive Order 14005, entitled "Ensuring the Future is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

9. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-andstandards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

10. Lobbying Prohibition.

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

11. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

12. Assignment.

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No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

13. Member of Congress.

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

14. Agency.

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

15. Non-Exclusive Agreement.

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

16. Partial Invalidity.

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. No Employment Relationship.

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

18. No Third-Party Rights.

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

19. Rights in Data.

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern **specifically employed or assigned to originate and prepare such material.**

20. Conflict of Interest

- a. Applicability.
 1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- b. Requirements.
 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- c. Notification.

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1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest..
- d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- e. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- f. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

21. Geospatial Data

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§2801-2811 – Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

22. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

23. General And Special Provisions

- a. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - iii. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - iv. Code of Federal Regulations/Regulatory Requirements:
 - 2 CFR Part 182 & 1401 “Government-wide Requirements for a Drug-Free Workplace”;
 - 2 CFR Part 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (NonProcurement)”;
 - 43 CFR 18, “New Restrictions on Lobbying”;
 - 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

- 2 CFR Part 170, "Reporting Subawards and Executive Compensation".
- b. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- c. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- d. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- e. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

PROGRAM SPECIFIC REQUIREMENTS

1. **Retention and Access Requirements for Records.**
All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
2. **NAGPRA Costs Are Unallowable**
Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.
3. **Allowable and Eligible Costs.**
Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 - ii. All work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; and

- iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and/
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

5. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

6. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project

Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- a. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
- b. All digital copies must follow the file naming convention:

SHPO_23_ME_City of Portland_P23AS00477_description of file

Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.

- c. All consultants hired by the grantee must be informed of this requirement.
- d. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

7. Consultants & Contractors

The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

- a. a site plan that has the north direction clearly marked;
- b. a city/county map with the site of the property clearly labeled;

- c. set of plans and specifications for the project;
- d. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- f. for NHL Districts include overall views of the district from the project area; and
- g. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Not Applicable.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

- 13. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards.** If plans or specifications have changed from those submitted with the Subrecipients' application for an CLG/HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated. .

14. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a perunit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes, or \$5,000.

Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the HPF Grants Manual, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.Retention and Access Requirements for Records. All Recipient financial and programmatic records,

supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.

15. Catalog of Federal Domestic Assistance/Assistance listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The DFDA number applicable to this award is 15.904 – Historic Preservation Fund Grants-in-Aid.

16. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant supported activities and complying with award terms and conditions.

Demonstration of effort will be recorded on Interim Reporting forms as per the schedule in this contract.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Nonfederal Matching Share. At least \$1,542.40 in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

21. Easement/Covenant Requirement for development projects

As per Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the _____, as owner of the _____ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for _____ years from the end date of the last executed Preservation Agreement. The Easement must be executed by registering it with the deed of the property.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

Not Applicable.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Additional Department Requirements

- a. Provide the Commission with copies of all contracts entered into in connection with the project.
- b. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.

RIDER E: ATTACHMENTS

The following completed documents or text are attached to and made a part of this Agreement:

1. Provider's FY 2023 Certified Local Government Grant Application

2. Publications/Deliverables Submission Guidelines

A. What do I need to submit?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:

- **Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- **Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.**

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. How should I save submissions?

Name each file as follows:

SHPO_23_ME_City of Portland_P23AS00477_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description.

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

How do I submit submissions?

Submit all files to the Commission via email.

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Grant Number (P23AS00477)
- Subgrant # ME-23-10013
- Title of Product
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description (up to 200 words)

Save the index file as a Microsoft Word document using the following naming convention:

SHPO_23_ME_City of Portland_P23AS00477_Index.docx

RIDER F: BUDGET AND DETAILED PAYMENT INSTRUCTIONS

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
Conference Registration	National Trust	2	\$250.00	\$500.00	Estimated
Conference Tours	National Trust	2	\$100.00	\$200.00	Schedule has not yet been released. This is an assumed cost for a special tour based on past experience.
Airfare & Travel	TBD	2	\$500.00	\$1,000.00	Estimate
Hotel Accommodations	TBD	8	\$200.00	\$1,600.00	Based on GSA Per- diem for Washington, DC
Meals	TBD	4	\$79.00	\$316.00	Based on GSA full-day Per-diem for Washington, DC
Meals	TBD	4	\$60.00	\$240.00	Based on GSA first and last day Per-diem for Washington DC.
TOTAL				\$3,856.00	

PROJECT FUNDING

Service/Action/Item	Donor	Source	Kind	Amount	Notes
60% cost of registration, tours, travel, accommodation, and per-diem	Commission	CLG Grant	Cash	\$2,313.60	
40% cost of registration, tours, travel, accommodation, and per-diem	City of Portland	General Fund	Cash	\$1,542.40	
Total				\$3,856.00	

STATE OF MAINE | SERVICE CONTRACT

MATCH SUMMARY

Total in-kind: \$0
Total Donation \$0
Total Cash \$1,542.40
Total Volunteer \$0
Total Match \$1,542.40

GRANT SUMMARY

Total Grant Request: \$2,313.60

Detailed Payment Instructions

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below.

YOUR LETTER HEAD

INVOICE # _____Date _____

RE: Contract # _____

Dear Ms. Chapman-Mitchell:

On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 2024 in conjunction with the CLG funded project _____.

Project expenses are documented on the following enclosed items:

Signed Value of Donated Labor Forms for _____

Signed Timesheet/paystub/journal for _____

Invoice(s) from _____

Cancelled check # _____ to _____ (copied front and back)

Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.

The total cost reflected in this request is \$ _____, of which \$ _____ is match and \$ _____ is requested as reimbursement.

Sincerely,

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- ☐ **United States. Please identify state: Maine**
- ☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.