

**City of Portland
Parks Commission Agenda**



The mission of the Portland Parks Commission is to advocate for the enhancement and stewardship of our parks and open spaces. Review and propose projects that impact parks and open spaces and recommend action. Foster collaboration among park users and the City. Promotes public access and enjoyment. Advocate for public and private funding for parks and open spaces. Enjoy Portland for life.

Commission Members:

Alexis Lopez Del Vecchio, Ashley Burdick, Beth Rabbitt, Donna Gartland, David Little, Elizabeth Pagan, Griffin Bourassa, Jaime Parker, John Clark, Marie Gray, Robert Foster, Sarah Michniewicz (City Councilor), William Elting.

City Staff:

Alex Marshall (Parks Director), Jen DeRice (Parks Assistant Director), Jessica Teesdale (PRF Sr. Executive Assistant)

September 4, 2025 at 5:00 PM

On the first Thursday of the month at 5:00 pm, the Portland Parks Commission will hold a meeting at Parks, Recreation, and Facilities, 212 Canco Rd. Suite A conference room. The Parks Commission will conduct this meeting in person. Public comments may only be submitted in person or in writing. To submit written public comment on an agenda item, email parkskommission@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Parks Commission meeting to guarantee their inclusion in the agenda packet. All submissions must include the person's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

To view this meeting, please visit the Livestream link: <https://portlandme.portal.civicclerk.com/event/7492/media>

- I. Call to Order
- II. General Citizen Comment Period
 - a. Public Comment emails June 4, 2025 through September 4, 2025
- III. Agenda Items
 - a. Acceptance of Meeting Minutes: May 1, 2025
 - b. New Business
 - i. Back Cove Festival Presentation
 - ii. FY27 Capital Improvement Projects Overview
 - c. Old Business
 - i. Committee Reports
 - d. Communications and Updates
 - i. Parks Division Report
 - ii. Land Bank Commission Report
 - e. Commissioner requests for Agenda Items
- IV. Adjournment

Back Cove Music Festival

1 message

Wed, Sep 3, 2025 at 1:31 PM

From: Clare Bates Congdon <Unknown>
Date: Wednesday, September 3, 2025 at 11:14:34 AM UTC-4
Subject: Back Cove Music Festival
To: parksco...@portlandmaine.gov <Unknown>

To the members of the Parks Commission,

As a neighbor of Payson Park, I am writing with some concerns about the Back Cove Music Festival. I am largely in support of this event, but have two main points:

1. Insufficient communication
2. Noise

1. Insufficient communication

I had attended the Zoom meetings for the neighborhood, and in particular the one leading up to the event. We were told that we would be issued resident and visitor passes and even that they would be dropped off at our house. It's fine that that degree of service didn't happen, but there was NO communication about what was happening instead or how we would get in and out of our closed off street. I had to go looking for info in the days leading up to the event. Relatedly, there was insufficient information about which streets would be closed and how we would be able to get in and out of our neighborhood. I don't understand why the stretch of Catafalque between Fernald and Ocean needed to be closed, as that is the safest egress from our neighborhood; maybe just to prevent scofflaws from going the wrong way on the one-way street and sneaking in. (There is probably a good reason; I just feel that it should have been communicated.)

There has also been a lack of sufficient communication about the post-event activities, such as what you are in the process of right now. We were told that there would be another Zoom meeting after the event, for example, and that did not happen. And we were given only 24 hours to respond to the proposed contract in advance of your meeting on 9/4/2025.

2. Noise

It is ludicrous to me that the event is responsible for monitoring its own noise. While I enjoyed being able to hear most of the music from my yard (and actually wished some acts were louder, so that I could hear them better), it's very clear to me that organizers knowingly cheated for Jack White. In advance of the event, there were sound checks that literally shook my house. While Lucy Dacus was playing, there were several loud guitar strums that were ridiculously loud and

shook the house. I didn't understand what it was at the time, but now understand that that was testing the audio for Jack White (also: weirdly rude to do that during Lucy Dacus's set). Jack White's set was considerably louder than any of the other bands, and late on a Sunday night. Again, it is clear to me that event organizers planned to blast the music for Jack White's set; this was not an accident. How do we prevent this sort of thing from happening in the future? Citizens lodging noise complaints is not going to do it. It seems to me that an appropriate process would enable immediate adjustment (e.g., after Jack White's first song) and violation would carry far stiffer penalties than \$1000.

Additionally, though I did not notice any major damage to the park, it's important to keep in mind that this has been an unusually dry summer. Had there been a major rain storm immediately preceding or during the event, the effects would have been quite different. This includes general trampling in areas where the soil is natively often quite moist, the on-grass parking that was allowed, and the potential total destruction of the pollinator garden where the bikes were parked.

Thank you to the Parks Commission for allowing public comment and taking neighbor's concerns into consideration.

Sincerely,
Clare Congdon
18 Sylvia Road
[Portland](#)

Back Cove Festival at Payson Park

1 message

Tue, Sep 2, 2025 at 8:45 AM

From: **Susan Anspacher** <susanmtns@gmail.com>

Date: Tue, Sep 2, 2025 at 5:44 AM

Subject: Back Cove Festival at Payson Park

To: Mark Dion <mdion@portlandmaine.gov>, <pali@portlandmaine.gov>, <afournier@portlandmaine.gov>, <ksykes@portlandmaine.gov>, <rphillips@portlandmaine.gov>, <abullett@portlandmaine.gov>, <smichniewicz@portlandmaine.gov>, <bgrant@portlandmaine.gov>, <wpelletier@portlandmaine.gov>, <parkscommission@portlandmaine.gov>

Do we really want our parks, the ones taxpayers contribute to, to be used for a corporation's money making operation? While it does appear that this corporation did a decent job cleaning up and keeping most of the traffic off Washington Avenue and other streets, our residential area was not designed for this.

This is part of a bigger problem. Council has allowed polluting cruise ships (the data is overwhelmingly against them) and now allows an enormous concert in a residential area. Once again, the taxpayers are subjected to more public health insults. The noise from this concert was offensive. The increase in traffic and the environmental pollution from this is unnecessary. A high carbon footprint.

Why is this commercial venture allowed to raise the decibel level when many are trying to enjoy the peace and tranquility of our waters? Nature. Do we really want alcohol bought and sold in our parks? This has set a terrible precedent which must be terminated. Let's be clear, this concert was a venture for people with money. Exorbitant ticket prices, food and alcohol. Is this what our city is becoming? I had hoped it would be a place where all are welcomed - not only the rich. These commercial ventures have no place in a residential community.
Susan Anspacher

Back Cove festival

1 message

'Anne Rodney' via Parks Commission <parkscormission@portlandmaine.gov>

Sun, Aug 31, 2025 at 6:29 PM

Reply-To: barodney@icloud.com

To: parkscormission@portlandmaine.gov

Sent from my iPhone. My name is Anne Rodney and I live at west kidder st in Portland , me . I've heard the concert is requesting more of the same thing they had , I can't believe that the city hall can do that to people who live so close to the park , try to do it in their backyard and probably can't so they come to Maine . I would hope that you would agree to not letting them do that every year !!

Back cove festival

1 message

'Julie Bedard' via Parks Commission <parcscommission@portlandmaine.gov>

Tue, Sep 2, 2025 at 8:50 PM

Reply-To: juliebdrd@yahoo.com

To: parcscommission@portlandmaine.gov

Cc: council@portlandmaine.gov

Resending with proper subject line to ensure it is received for your meeting this Thursday. Thank you.

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, September 2, 2025, 8:44 PM, Julie Bedard <juliebdrd@yahoo.com> wrote:

According to the City of Portland Parks Commission Agenda, "the mission of the Portland Parks Commission is to advocate for the enhancement and stewardship of our parks and open spaces." I'm writing as a neighbor to Payson Park, property owner and tax payer, to ask you to do just that and DENY the use of Payson Park for the Back Cove Festival (and any for profit business venture for that matter).

Payson Park has been a public park since I can remember. As a publicly free park to all Maine residents and visitors, it is enjoyed by many, and I thank the Portland parks department for that and the city. I think it's important that you understand that I chose to move to this neighborhood for several reasons. We are a community and we care for one another...ACTUALLY CARE. We know our neighbors and help our neighbors, they are not strangers. Several times when storms have caused trees to fall and power outages occurred, my husband and I have packed up the truck with gas and a chainsaw and driven around to help our neighbors and city workers by cutting up trees. THAT is who we are. You may remember that CMP was selling a portion of their land and the residents of this neighborhood raised money, in their "free" time, and purchased Canco Woods and then donated it to Portland Trails so that it could continue to maintain its wild natural beauty and preserve much needed green space in the city. Those residents are why I moved here and who we are. Additionally, when you look at me today, you see an able-bodied individual. However, I have been told that a wheelchair and the loss of function from the waist down is inevitably in my future. So while I hope for the best, I planned for the worst and wanted to live in a community where I could still access green space, even if I had to do it on two wheels instead of two legs. So to see Payson Park, a public park, being inaccessible for 10 days (5 days prior, 2 days of the concert and 3 days after) and used FOR PROFIT, is not something I can sit by and watch quietly. Your actions do not represent the needs of this resident. This park is used by all ages, all abilities, all genders, all races and ethnicities and from every social class. You can roll through this park any day of the week and see families, teams playing ball, a tennis court full of people, young men and women shooting hoops into the twilight hours. There is yoga, dog training, dodgeball, flag football and so many other sports that this park is used for...for free. I have never seen a park used so well and creating COMMUNITY. I commend you for creating this, please don't break what has been built by many in the community. We use this park in every season and it should be PROTECTED. I would also be remiss if I did not mention the wildlife that lives in this community. We have a responsibility as GUESTS here to protect them and

do no harm. Skunks, raccoons, fox, birds of all ranges, even a coyote has been seen in my backyard, and we need to care for them. This concert and any for profit event, does all of this harm.

For 10 days, the park was barely used or enjoyed. It was a hazard for drivers and bicyclists with the fencing trying to exit the park. The concert hours were also unreasonable. If hardworking tax payers work a full week, they deserve to enjoy the quiet of their backyard on the weekends. That did not happen. Two full days, and then back to work with no rest or reprieve. The concert was not attended by 12,000 people as predicted. I have not heard what the numbers were, but I can attest that if these numbers are allowed, the park and our neighborhoods will be severely impacted.

I would ask that the city's actions be focused on preserving it's green spaces, maintaining access for all 365 days a year, and supporting a park that brings people together in community and promotes health and wellness. I do not want to live next to a concert venue, and others who want to move here will not either. You are also approving a concert venue next to a children's park and rehabilitation center! How is that caring for the people of this city? Do those individuals not deserve city officials that support their well-being and rest with their actions?

I believe this action would set a precedent that the city should not set and by setting this precedent, it could mean more for-profit businesses seeking to use this park for profit only. What I see in this proposal is our city council seeing dollar signs...trying to solve a budget issue at the expense of this community and park. That is the only reason they are even considering this proposal. I would ask the city council and city parks commission to please instead be stewards of the land, preserving green space and parks for free public access (that tax payers pay for with their tax dollars) and support community....something which the world we live, including this city, needs more of. Please do not break this precious gem. Please do not support ANY for profit businesses closing this park for profit.

Kind Regards,

Julie Grossi

Wellington Rd.



Jessica Teesdale <jteesdale@portlandmaine.gov>

Concerns re: Back Cove Festival

4 messages

Payson Park <friendsofpaysonpark@gmail.com>

Wed, Sep 3, 2025 at 9:26 PM

Reply-To: friendsofpaysonpark@gmail.com

To: Parks Commission <parkscommission@portlandmaine.gov>

Cc: City Council Email <council@portlandmaine.gov>, Ethan Hipple <ehipple@portlandmaine.gov>, Alex Marshall <amarshall@portlandmaine.gov>, Andy Downs <andy@portlandmaine.gov>

To the Portland Parks Commission,

On behalf of the Friends of Payson Park, we are writing to share feedback we received from neighbors and park users regarding the 2024 Back Cove Music & Arts Festival. Many community members reached out to us by text, phone, and email starting on the day that the fencing arrived—hoping we might have more information and wanting to express their frustrations with what was happening in their community.

Friends of Payson Park is concerned about the continuation of a multi day festival in the Park and brings to your attention the impact on this community from the perspective of its residents:

Noise & End Time

- Many neighbors reported that the sound levels were very loud—even indoors with windows closed.
- Noise was manageable during the daytime, but continuing until 10:00 PM, especially on Sunday night, was challenging for families with young children, people who had to work early Monday morning, and those sensitive to noise.
- Several neighbors suggested an earlier end time (e.g., 8/9:00 PM) would make the event more compatible with neighborhood life.

Traffic & Access

- Residents were told streets would remain accessible, but several reported not being able to reach their homes as promised.
- Heavy Traffic from shuttle buses concentrated heavily on Fernald Street, running every 3 minutes throughout the day and evening, despite earlier assurances that offloading would occur from Baxter Boulevard.
- Ride share and truck traffic was routed down small residential streets (Fernald and W. Kidder) instead of the original plan, frustrating residents and closing off the street to their children.
- Access rules for neighbors seemed to change throughout the week, creating confusion.

Park Use During Setup

- Neighbors noted that fencing went up and access was restricted a full week before the festival, rather than just in the immediate lead-up.
- Park patrons reported being unable to use the playground, basketball and tennis courts, or regular paths due to fences, festival vehicles, or lost parking.
- The handicapped parking area on the Boulevard was fenced off, making playground access difficult
- Residents felt this contradicted the repeated public messaging that **normal park use would not be disrupted**.

Paths & Infrastructure

- Concerns were raised about new walking paths installed across condo lawns at the end of Front Street. Neighbors felt this was unnecessary, harmed property value, and primarily benefited concert logistics rather than park users.

- Festival vehicles and golf carts driving throughout the park created a sense that the park had been temporarily turned into a private venue, rather than remaining a shared public space.

Overall Experience

- Neighbors were disappointed by the lack of clear updates from Parks & Rec about what to expect as the festival moved in. A quick post—like “fencing arrives tomorrow” or “x parking lots will be closed starting today”—would have made a big difference in setting expectations and avoiding frustration.
- Significant frustration was expressed by neighbors at being effectively shut out of their own neighborhood park for the week of setup and takedown.

We share this feedback so the Parks Commission, City staff, and promoters can better understand the impacts on the surrounding community.

Thank you for your time,

Friends of Payson Park



Friends of Payson Park



Website friendsofpaysonpark.wixsite.com/paysonpark/

Email friendsofpaysonpark@gmail.com

T

To: Portland Parks Commission, Portland City Council, Mayor Mark Dion, City Manager West.

From: Dale Belanger, 61 Randall Street

I offer this as public comment for the record regarding the Back Cove Festival Presentation to be discussed at the September 4, 2025 parks commission meeting.

I am committed to the principle we should not be closing off our public taxpayer funded parks for any length of time.

I reviewed the 22-page contract included in your agenda package. Can these be addressed.

1. Neighborhood parking: Not addressed in the document. What will future events look like regarding the organizer's obligation to the surrounding streets. On Randall Street we saw significant day two increase in traffic and parking issues as the "No Parking and No Festival Access" red sign at the end of Randall was removed after day one leading to an increase in traffic and event participants parking along Randall, Front and Ilsley. Can this be addressed and included in future agreements. Checking once at the beginning of the festival is not acceptable. They should be required to check on parking and traffic measures throughout the duration of the festival.
2. Ride Share: By the end of day two festival participants improvised and created ride share pick up to the corner of Randall and Front until well past 11 PM on a Sunday. Unacceptable to the neighborhood.
3. Hours: Do not see information regarding the hours of future events. Will they still be 12 – 10PM each day.
4. Road closures. Even if portions remain open it is not acceptable to me as a close neighbor to the park to alter plans and access to work for the period the park, and as we learned from the festival, significant portions of Baxter Blvd. closed at times and durations not discussed or disclosed in detail prior to the issuance of the festival permit. During planning and discussion, we were told no road closures until the day of. The fence along Baxter Blvd was placed far enough onto the paved street Baxter became a one-way street. Can the fence be moved inward of the paved road such that two-way

traffic will be accessible until the start. This was 530 PM July 30, Wednesday prior.



5. Noise – What we did not hear we felt. Sound checks started on Friday along with early sound checks Saturday and Sunday morning and very clearly Sunday 9 AM. This needs to be addressed in writing. I fully expect you will push back on this as no “formal” noise complaints were filed including mine as Sheryl who answered the phone was very rudely clear the festival has a permit and nothing can be done. The media reported 18 calls were logged for noise concerns. I hope you consider this in your discussions. I will educate my neighbors, including myself to follow the formal noise complaint procedure. Further, per the document I do not think the festival organizer should be the sole entity responsible for monitoring sound levels.
6. Stage placement – Baxter Stage seemed appropriately placed as we experienced minimal noise and low bass effect during performances. The Longfellow stage was very loud with significant low bass resonance in the neighborhood which I believe is the preferred stage for the final performance each day. Can this be switched such that the final act is on the Baxter stage closest to the BLVD.

Thank you for your time and attention to this important matter.

Regards.

Dale Belanger

**AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF PORTLAND AND PORTLAND MUSIC FESTIVAL, LLC**

THIS AGREEMENT made this day of _____, **2025** (the “Effective Date”), by and between the **CITY OF PORTLAND**, a body politic and corporate situated in the County of Cumberland, State of Maine (hereinafter “**CITY**”) and **PORTLAND MUSIC FESTIVAL, LLC** a Delaware corporation, having a place of business at 32 Front Street, Hartford CT 06103 (hereinafter “**PORTLAND MUSIC FESTIVAL, LLC**”), for the use of Edward Payson Park (“Payson Park”) for the purpose of conducting a festival.

WHEREAS, on December 16, 2024, the Portland City Council approved an Order declaring August 2 and August 3, 2025 the Portland Music and Arts Festival at Payson Park which is attached hereto as **Exhibit A** (hereinafter “Council Order”) the terms of which are incorporated herein by reference;

WHEREAS, PORTLAND MUSIC FESTIVAL, LLC is a joint venture between GoodWorks Entertainment and Shore Sound Entertainment and hereby agrees to assume all of the obligations set forth in the Council Order;

WHEREAS, on or about July 28, 2025, the parties entered into a written agreement (the “Original Agreement”) granting **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson Park for the purpose of preparing the Premises (as defined below) for the Event (as defined below) only during the period from 6:00 a.m. July 27, 2025 to 11:59 p.m. on August 6, 2025.

WHEREAS, the parties now wish to amend and restate the Original Agreement to grant **PORTLAND MUSIC FESTIVAL, LLC** and its officers, agents, and employees access to Payson

Park for the purpose of preparing the Premises for and operating the Event for another three (3) year term beginning in the year 2026 and ending in the year 2028, with the parties having the option to mutually extend the term for another three (3) years thereafter, beginning in the year 2029 and ending in the year 2031, subject to the terms and conditions herein.

WHEREAS, the parties wish to memorialize the responsibilities of both parties and the terms and conditions by which **PORTLAND MUSIC FESTIVAL, LLC** is authorized to use Payson Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1-A. Definitions. As used in this Agreement, the following terms shall be as defined in this section:

- a. *Beverage Service* shall mean the service of alcoholic beverages.
- b. *City Manager* shall mean the City Manager of the City of Portland and their designee.
- c. *Director* shall mean the Director of the *Public Assembly Facilities Division of the Parks, Recreation and Facilities Department*.
- d. *Event* is intended to refer to an annual “Back Cove Music and Arts Festival” which includes the activities described on the attached **Exhibit B**, which is made a part of this Agreement and is incorporated herein. *Event* shall also mean any additional *Events* approved in writing by the *City Manager*, which approval shall be in the sole discretion of the *City Manager*.
- e. *Premises* includes all of the temporarily fenced-in area of Payson Park where all festival activity, including *Beverage Service*, will occur as depicted on the attached **Exhibit C**.

II. TERM

1. Term. Unless terminated sooner pursuant to the terms herein, this Agreement shall commence upon the Effective Date reflected in the opening paragraph and extend through and

including the third (3rd) anniversary date of the Effective Date (the “Initial Term”). The parties further agree that, upon their mutual written consent, the term of this Agreement may be extended for one (1) additional term of three (3) years, beginning on the third (3rd) anniversary date of the Effective Date and ending on the sixth (6th) anniversary date of the Effective Date (the “Renewal Term”). The access to Payson Park during the Renewal Term shall be upon the same terms and conditions provided for herein for the Initial Term, except that there shall be no additional option to extend the term for another three (3) years, unless the parties otherwise agree to different terms and conditions in writing.

III. USE OF PAYSON PARK

2. **Use of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC and its officers, agents, and employees, will have access to Payson Park during the Initial Term and any Renewal Term for the purpose of preparing the premises for and operating the 2-day Event, along with associated set-up and tear-down dates, as detailed in Exhibit B. The specific dates for the Event during each year of the Initial Term and any Renewal Term shall be mutually agreed upon by the City and Portland Music Festival, LLC no later than ninety (90) days prior to the commencement of the Event in each applicable year.

3. **City Access to Payson Park.** The CITY reserves the right to enter all areas of *Payson Park and Premises* at any time for any reason.

4. **Condition of Payson Park and Premises.** Except as specifically provided below, PORTLAND MUSIC FESTIVAL, LLC agrees to accept Payson Park and the *Premises* in its existing condition at the time of commencement of the term of this Agreement. The CITY shall have no responsibility whatsoever for site preparation, modification, set-up, removal or security of event equipment, except as otherwise provided in this Agreement.

5. **Alteration of Payson Park.** PORTLAND MUSIC FESTIVAL, LLC may not alter Payson Park in any way without the prior approval of the *Director*. PORTLAND MUSIC FESTIVAL, LLC may, however, erect temporary tents, stages, tables, booths, stands, and similar structures on the Premises under the following conditions:

- a. A permit for the structure must first be obtained from the City of Portland Permitting and Inspections Department;
- b. Structures must be anchored by the use of weights/stakes; and
- c. Structures may be placed on the Premises no earlier five (5) days before the Event and must be removed no later than three (3) days after the Event (the “Removal Date”).

6. **Parking.** All attendee and vendor parking shall occur outside of Payson Park unless otherwise approved by CITY staff and shall not unreasonably interfere at any time with access to Payson Park.

7. **Portable Toilets.** PORTLAND MUSIC FESTIVAL, LLC shall be responsible for providing and maintaining a mutually agreed upon number of regular and handicap accessible

portable toilets no less than the number estimated in the Council Order. The location of portable toilets must be approved in advance by **CITY** staff. Any and all costs associated with the delivery, installation, maintenance and removal of the portable toilets shall be the sole responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

8. **Accessibility.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that accessibility is maintained to and within the *Premises and Payson Park*. Tents, stages, tables, booths, stands, chairs and other structures erected must be placed so that they provide adequate wheelchair and sidewalk access and do not interfere with access to the rest of Payson Park consistent with applicable law. The adequacy of walkways and clearances shall be subject to approval by the City of Portland Fire and Police Departments.

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the Premises or in Payson Park to render any aisle or exit inaccessible. If the **CITY** determines that an aisle or exit is inaccessible, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the *Premises* to compliance.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall not render, or allow any of its exhibitors, contractors, agents, invitees or other persons it permits on the premises to render, the Premises or any part thereof inaccessible to disabled persons. If the **CITY** determines that the Premises or any part thereof is inaccessible to disabled persons, **PORTLAND MUSIC FESTIVAL, LLC** shall immediately remove the cause and return the Premises to compliance. In the event that the interpretive services are requested, it shall be the responsibility of the **PORTLAND MUSIC FESTIVAL, LLC** to provide and pay for such services. **PORTLAND MUSIC FESTIVAL, LLC** shall indemnify, defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any and all claims, damages, losses, costs, expenses (including, without limitation, reasonable attorney's fee) or liability of any kind whatsoever arising out of this Agreement and related to any claim that any part of the Premises was inaccessible to disabled persons during the Event.

9. **Restoration of Payson Park.** Upon completion of the *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall remove any and all structures, equipment and material from Payson Park, and restore Payson Park to the condition it was in at the commencement of this Agreement, unless otherwise agreed to by the **CITY**. Any equipment or material left beyond the expiration of this Agreement will become the property of the **CITY** and may be removed and disposed of at the **CITY's** discretion. In such an event, all costs of removal and/or disposal incurred by the **CITY** shall be the responsibility of **PORTLAND MUSIC FESTIVAL, LLC**.

10. **Damage to Payson Park.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to provide the **CITY** with a \$5,000 damage deposit no later than thirty (30) days prior to the Event each year of the Initial Term and any Renewal Term. Deposit shall be used to cover the cost of repairs to Payson Park or any other City property, if necessary. If the cost of repairs exceeds \$5,000, **PORTLAND MUSIC FESTIVAL, LLC** shall be solely financially responsible to cover

the additional costs for restoring, replacing, and/or repairing all aspects of Payson Park that are disturbed or damaged as a result of **PORTLAND MUSIC FESTIVAL, LLC**'s presence or work on Payson Park or the presence or work of its employees, contractors, subcontractors, invitees or volunteers except to the extent that the disturbance or damage was caused by the CITY or any of the CITY's officers, officials, managers, employees or agents. All restoration, repairs, and replacement shall be subject to the following conditions:

- a. The **CITY** shall have sole discretion to determine the nature and extent of any such damage to Payson Park and shall have the sole discretion to determine the scope of the necessary repairs, restoration, or replacement.
- b. Prior to undertaking any repairs, replacement, or restoration under this section, the **CITY** will notify **PORTLAND MUSIC FESTIVAL, LLC**, and provide an estimate of the cost of any such work.
- c. The **CITY** shall perform, or contract for, the repairs, restoration, or replacement, and shall invoice **PORTLAND MUSIC FESTIVAL, LLC** for the full cost, which shall be paid within thirty (30) days of invoicing.
- d. The **CITY**, in its sole discretion and with prior agreement as to the scope, schedule and contractor to do the work, may authorize **PORTLAND MUSIC FESTIVAL, LLC** to complete the necessary work done at **PORTLAND MUSIC FESTIVAL, LLC** sole cost and expense. Such work shall be completed to the CITY's satisfaction.
- e. **PORTLAND MUSIC FESTIVAL, LLC** acknowledges and agrees that its obligation to repair, replace, and restore all aspects of Payson Park under this paragraph shall survive the expiration of this Agreement.

IV. LIMITATION ON EVENT

11. **Dangerous Displays.** **PORTLAND MUSIC FESTIVAL, LLC** shall not authorize, stage or promote any act or performance in which pyrotechnics, explosives or display of open flames are involved or used without separate written **CITY** permission.

12. **Attendance:** No more than 12,500 people shall be allowed entry per day to each year's Event.

13. **Right to Close Events.** The **CITY** reserves the right to close any *Event* to the public, including to ticket holders, at any time to protect public safety, including but not limited to addressing issues of overcrowding in aisles, exits or entrances or turnstile/ticket counts in excess of the total number of tickets authorized prior to the event. Public admission to any *Event* shall be limited so that the number of occupants at the *Premises* shall not exceed the number approved by the Portland Fire Department. **PORTLAND MUSIC FESTIVAL, LLC** shall release, indemnify, defend (by counsel reasonably acceptable to the **CITY**), and hold harmless the **CITY** from any

and all claims, damages, loss, costs, expenses (including, without limitation, reasonable attorney's fees) or liability of any kind whatsoever resulting from such *Event* closures.

14. **Sound and Noise.** **PORTLAND MUSIC FESTIVAL, LLC** will provide a sound mitigation plan detailing their plan to limit the negative impact of sound and noise on the surrounding community, including, but not be limited to, the following:

- a. PA Speakers for an *Event* shall be placed facing north east on the grass triangle and north west on Dyer Flats and be configured by **PORTLAND MUSIC FESTIVAL, LLC**, with the approval of the **CITY**, to focus volume on the immediate environment within the *Premises*.
- b. Any and all public announcement (PA) and other speakers or amplifiers used to amplify music or other sound shall be maintained at a level not to exceed an A-weighted 85 decibels / C-weighted 95 decibels measured from the perimeter of the *Premises*.
- c. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for monitoring sound levels throughout the festival.
- d. **PORTLAND MUSIC FESTIVAL, LLC** shall reduce the volume of music or other amplified sound if above stated levels.
- e. **PORTLAND MUSIC FESTIVAL, LLC** agrees to an annual noise deposit in the amount of \$1,000 no later than thirty (30) days prior to the date of the *Event* each year. **CITY** will retain the deposit if all of the following occur: the **CITY** receives three or more independent noise complaints; the **CITY** notifies **PORTLAND MUSIC FESTIVAL, LLC** of the noise complaints; and **PORTLAND MUSIC FESTIVAL, LLC** fails to address the noise adequately, as evidenced by additional noise complaints. Nothing in this paragraph shall be construed to interfere with the **CITY's** ability to pursue any additional remedies for noise violations under this Agreement or under its ordinances.

15. **Minimum Service Levels.** **PORTLAND MUSIC FESTIVAL, LLC** shall reimburse the costs of all staffing services provided by the **CITY**. The *City Manager* or their designee, shall determine the levels of services required for the *Event*, and **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for paying for those services. The *City Manager* reserves the right to increase amounts of staffing at any time if they deem it necessary to protect public safety.

V. VENDOR MANAGEMENT

16. **Vendor Compliance.** **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for ensuring that all vendors at an event have complied with appropriate license requirements, including food service, sale of alcohol, street goods and concert licenses. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for all work performed by its employees, agents and subcontractors or anyone hired or employed by **PORTLAND MUSIC FESTIVAL, LLC** to perform services or provide supplies related to the *Event*.

17. **Beverage Service.** **PORTLAND MUSIC FESTIVAL, LLC** may provide *Beverage Service* at the *Premises* for the *Event* under the following conditions:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for validating *Event* attendees are of the legal drinking age in the State of Maine, and shall place wristbands on attendees of legal drinking age. Alcoholic beverages will not be provided to attendees who are not of legal drinking age and do not have a wristband.
- b. The sale of alcoholic beverages shall be limited to the time the venue doors open to attendees until one-half hour prior to the end of the performance at the *Event*.
- c. Alcoholic beverages may not be removed from the *Premises*.
- d. During an *Event*, **PORTLAND MUSIC FESTIVAL, LLC** shall contract hired security to secure the perimeter of the *Premises* to prevent attendees from leaving the *Premises* with alcoholic beverages.

18. **Merchandising.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell merchandise in conjunction with an *Event*, including “soft goods,” such as t-shirts, sweatshirts, banners, etc., and “hard goods,” such as recorded material, posters, program books, books etc. **PORTLAND MUSIC FESTIVAL, LLC** is required to obtain all necessary permits required to conduct those sales.

19. **Food and Non-Alcoholic Beverages.** **PORTLAND MUSIC FESTIVAL, LLC** may sell, or contract with a vendor(s) to sell food and non-alcoholic beverages in conjunction with an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** are required to obtain all necessary permits to provide that service.

VI. PAYMENTS TO THE CITY

20. **Payments Due to the City.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to make the following payments to the **CITY**:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall pay to the **CITY** \$1.00 per ticket sold for the annual *Event* in 2026, \$1.50 per ticket sold for the annual *Event* in 2027, and \$2.00 per ticket sold for the annual *Event* for 2028. Payment under this section shall be made to the **CITY** no later than ten (10) days after the *Removal Date* each year.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall make an annual donation for the duration of this agreement, in the amount of One Hundred Thousand Dollars (\$100,000.00) per year to the Portland Parks Conservancy to be allocated towards an improvement project in Portland’s Park system, which shall be paid no later than thirty (30) days prior to each annual *Event*. The **CITY** agrees to

hold this amount in escrow until after the Removal Date each year and hereby agrees to refund such donation to PORTLAND MUSIC FESTIVAL, LLC if the CITY terminates this Agreement or the Event is canceled through no fault of PORTLAND MUSIC FESTIVAL, LLC after the donation has been paid with respect to each annual Event.

21. **Terms of Payment.** Unless otherwise specifically provided in this Agreement, all payments or reimbursements to the CITY pursuant to this Agreement shall be subject to the following terms:

- a. Any amounts owed shall be paid within ten (10) days of invoicing.
- b. **PORTLAND MUSIC FESTIVAL, LLC** agrees to pay interest at the rate of one and one-half percent (1½ %) per month on any payment which is not made within the time limits set forth in this Agreement.

VII. INSURANCE OBLIGATIONS

22. **Automobile and General Liability Insurance.** Prior to the execution of this Agreement, **PORTLAND MUSIC FESTIVAL, LLC** shall procure and maintain occurrence-based Automobile Liability Insurance, Commercial General Liability Insurance, including contractual and products liability, in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage, and Two Million Dollars (\$2,000,000) aggregate.

All vendors and/or subcontractors of **PORTLAND MUSIC FESTIVAL, LLC** shall provide the City with proof of Automobile Liability Insurance and Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$2,000,000) per occurrence for bodily injury, death and property damage. In the instance where a vendor or subcontractor does not use an automobile on the premises, Automobile Liability Insurance shall not be required.

23. **Sale of Alcohol and Liquor Liability Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** or its subcontractors, are permitted to sell alcoholic beverages during the event in Payson Park, provided that the following conditions are met. The CITY requires that all alcoholic beverages shall be sold, distributed, and/or served by a Qualified Catering Service (28-A M.R.S.A. §1076), licensed by the State of Maine. Said catering service shall submit to both the State of Maine and the City of Portland City Clerk an Application for Catered Function by Qualified Catering Service and shall provide a copy of the approved Application for Catered Function to the CITY. **PORTLAND MUSIC FESTIVAL, LLC** and/or any vendor or subcontractor providing alcohol at the *Premises*, shall obtain and provide Liquor Liability Insurance, in an amount of not less than One Million Dollars (\$2,000,000) per occurrence. A copy of the certificate of insurance shall be provided to the CITY prior to any *Event* at which the vendor is serving alcohol.

24. **Workers' Compensation Insurance.** **PORTLAND MUSIC FESTIVAL, LLC** and all of its vendors or subcontractors shall provide evidence of workers' compensation insurance, to the extent required by Maine Law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

25. **Terms of Insurance.** All insurance required pursuant to this Agreement shall be subject to the following terms:

- a. All insurance shall be obtained from insurers licensed to do business in the State of Maine and acceptable to the **CITY**, such acceptance not to be unreasonably withheld.
- b. With respect to the Automobile Liability, Commercial General Liability, and Liquor Liability Insurance, the **CITY** shall be named as an additional insured on all required policies, only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. All insurance shall be primary to any insurance the **CITY** may have.
- c. All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to the **CITY**.
- d. **PORTLAND MUSIC FESTIVAL, LLC** and all of the vendors and subcontractors shall furnish the **CITY** and thereafter maintain certificates of coverage, prior to the execution of this agreement. They shall also provide the **CITY** with a copy of any endorsement naming the **CITY** as additional insured. Upon the **CITY's** request, **PORTLAND MUSIC FESTIVAL, LLC** shall provide the **CITY** with a complete copy of any and all policies required by this agreement. **CITY'S** acceptance or lack of acceptance of any Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of any obligation to obtain and maintain such insurance as required by this agreement. **CITY** shall immediately refuse any work in Payson Park and cancel any *Event* if the required certificates are not furnished within the required time.
- e. All insurance required by this agreement shall contain a waiver of subrogation rights against **CITY**.
- f. **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors shall be responsible for any and all deductibles and/or self-insured retentions which are not to exceed \$10,000 without the prior written approval of **CITY's** Corporation Counsel.

- g. If **PORTLAND MUSIC FESTIVAL, LLC** and all of their vendors or subcontractors maintain broader coverage and/or higher limits than the minimum required by this agreement, the CITY requires and shall be entitled to the broader coverage and/or higher limits.
- h. Nothing herein shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY.
- i. **PORTLAND MUSIC FESTIVAL, LLC** and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the Initial Term or Renewal Term of this Agreement. **PORTLAND MUSIC FESTIVAL, LLC** agrees that it will increase such minimum limits by reasonable amounts upon receipt of notice in writing from the CITY. Such notices to change shall, in general, be issued no more often than every two (2) years. The CITY may take note of damage awards being granted by the Courts, however, and direct a reasonable increase in the minimum limits of the insurance requirements at any time during the term hereof. In no case shall such limits be less than the amount set forth under the Maine Tort Claims Act, as may be amended.

VIII. INDEMNIFICATION AND RELEASE

26. **Indemnification.** To the fullest extent permitted by law, **PORTLAND MUSIC FESTIVAL, LLC** shall, at its own expense, defend (by counsel reasonably acceptable to the CITY), indemnify, and hold harmless the CITY, its officers, agents, and employees, at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including, without limitation, injury or damage to City employees or property, and including claims based upon violation of any law, including environmental law or regulation governing hazardous substances, that arise out of or are caused in whole or in part, by any act or omission of **PORTLAND MUSIC FESTIVAL, LLC**, its guests, agents, officers, employees, partners or contractors or anyone for whose act it may be liable. **PORTLAND MUSIC FESTIVAL, LLC'S** obligations under this paragraph shall survive the termination of this Agreement.

27. **Release.** **PORTLAND MUSIC FESTIVAL, LLC** hereby releases the CITY and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from **PORTLAND MUSIC FESTIVAL, LLC'S** use of Payson Park, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees.

PORTLAND MUSIC FESTIVAL, LLC promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this Agreement.

IX. TERMINATION

28. **Termination by the City.** The City may terminate this Agreement, without prior notice to **PORTLAND MUSIC FESTIVAL, LLC**, under any of the following conditions:

- a. A good faith determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has failed to comply with any of the terms or conditions of this Agreement, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to cure such failure.
- b. Failure of **PORTLAND MUSIC FESTIVAL, LLC** to respond appropriately to excessive and substantiated noise complaints about the *Event* as provided in this Agreement or otherwise, which complaints reflect significant public inconvenience or other breaches of the peace, as determined by the City Manager, after providing **PORTLAND MUSIC FESTIVAL, LLC** with written notice and a reasonable opportunity to remedy such complaints.
- c. Upon determination by the City that **PORTLAND MUSIC FESTIVAL, LLC** has made material misrepresentations to the **CITY** in connection with its use or occupancy of any of Payson Park.
- d. The **CITY** determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to structural failure, flooding, fire damage or other physical damage to the Premises.
- e. The **CITY** determines, in its discretion, that it is prevented from furnishing use of the Premises, or any portion thereof, to **PORTLAND MUSIC FESTIVAL, LLC** on the dates scheduled due to (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national, regional or local emergency, including a local emergency declared by the Portland City Council; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) shortage of adequate medical supplies and equipment; (k) shortage of power or transportation facilities; and (l) other events beyond the reasonable control of the **CITY**.

In the event that the **CITY** terminates the Agreement for any of the reasons set forth above or any other reason, **PORTLAND MUSIC FESTIVAL, LLC**'s only legal or equitable claim shall

be for a refund of the deposits paid, including the donation to the Portland Parks Conservancy described in Section IV (20) (b) herein. In the event the CITY terminates this Agreement for the reasons set forth in Paragraphs 28(a), (b) and (c), the CITY may, in its discretion, deduct from the deposits the direct costs incurred by the CITY in connection with this Agreement prior to the date of termination. IN NO EVENT WILL CITY BE LIABLE TO **PORTLAND MUSIC FESTIVAL, LLC** OR ANY THIRD PARTY FOR ANY DAMAGES EXCEEDING THE AMOUNT OF THE DEPOSIT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT AND INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

29. **Termination by PORTLAND MUSIC FESTIVAL, LLC.** In the event **PORTLAND MUSIC FESTIVAL, LLC** terminates this Agreement, the CITY shall retain or collect from **PORTLAND MUSIC FESTIVAL, LLC** twenty-five percent (25%) of the fees described in Section IV of this Agreement in addition to any actual costs directly incurred by CITY in preparation for the next Event following the date of any such termination.

30. **Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

X. ADDITIONAL TERMS

31. **Other Financial Obligations.** **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for any other financial obligations incurred as a result of the use of Payson Park for any *Event* or otherwise in connection with this Agreement. These obligations shall specifically include:

- a. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any State or Federal taxes, or any other governmental assessment which may be required in connection with an *Event* or other use of Payson Park.
- b. **PORTLAND MUSIC FESTIVAL, LLC** shall be solely responsible for the payment of any royalties or charges which are due or may become due on material used for or during an *Event*. **PORTLAND MUSIC FESTIVAL, LLC** warrants to the CITY that such royalties or charges have been paid or will be paid promptly in accordance with law. **PORTLAND MUSIC FESTIVAL, LLC** further agrees to hold the CITY harmless and indemnify it for all its costs or losses, just or unjust, including attorney's fees in defense of claims, relating to payment of any royalty, charge or fee for the use of material by **PORTLAND MUSIC FESTIVAL, LLC** during an *Event*.

32. **Compliance with Law.** **PORTLAND MUSIC FESTIVAL, LLC** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations and laws and

regulations governing hazardous substances, with respect to all its activities on Payson Park, and to conduct all its activities on Payson Park in a safe, responsible, reasonable and business-like manner. **PORTLAND MUSIC FESTIVAL, LLC** shall be responsible for payment of any fines or monies owed as result of any failure to comply with any such laws, rules and/or regulations. **PORTLAND MUSIC FESTIVAL, LLC** further specifically agrees:

- a. To consult with the City's Fire Chief prior to any operations under this Agreement to determine fire safety requirements.
- b. That no person shall be denied admission to any *Event* on the basis of race, color, creed, national origin, sex, disability, sexual orientation, or any other class characteristic protected by law.

33. **No Representations.** **PORTLAND MUSIC FESTIVAL, LLC** agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of **CITY** in respect thereto, except as contained in the provisions of this Agreement. The **CITY** shall in no event be liable for any latent defects of the **Premises**, unless the **CITY** has actual knowledge of the defect and has failed to disclose such information to **PORTLAND MUSIC FESTIVAL, LLC**.

34. **Assignment.** **PORTLAND MUSIC FESTIVAL, LLC** may not assign, pledge, sublet or otherwise transfer any interest or right granted by this Agreement without the prior written consent of the *City Manager*; provided, however, that **PORTLAND MUSIC FESTIVAL, LLC** may engage subcontractors or hire individuals to perform services or provide supplies related to an *Event* consistent with the terms of this Agreement.

35. **Attorney's Fees.** **PORTLAND MUSIC FESTIVAL, LLC** shall pay all reasonable attorney's fees and costs on behalf of **CITY** if: (i) **CITY** should institute litigation against it for breach of any term or condition of this Agreement, if the **CITY** is the prevailing party in litigation; (ii) **CITY** should institute litigation against **PORTLAND MUSIC FESTIVAL, LLC** for an unlawful detainer of Payson Park, if the **CITY** is the prevailing party in litigation; (iii) **CITY** is made a party to litigation against **PORTLAND MUSIC FESTIVAL, LLC**, instituted by a third party related to use of Payson Park under this Agreement; or (iv) if the **CITY** is required to defend itself against any action or defense prosecuted by **PORTLAND MUSIC FESTIVAL, LLC** or any third party arising out of **PORTLAND MUSIC FESTIVAL, LLC's** use or occupancy of Payson Park that does not result in a final judgment in favor of **PORTLAND MUSIC FESTIVAL, LLC**. Fees and costs of defense incurred by the **CITY** shall be reimbursed within thirty (30) days of invoice whether the litigation is prosecuted to judgment or not. Amounts advanced by **CITY**, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one-half percent (1 1/2 %) per month.

36. **Additional Permit Required.** **PORTLAND MUSIC FESTIVAL, LLC** understands that the terms and conditions set forth in the Council Order and this Agreement are not exhaustive and the **CITY** reserves the right to include additional terms and conditions in the festival permit issued by the **CITY's** Parks, Recreation and Facilities Department. 38.

Complete Agreement. This Agreement and its Exhibits constitute the entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations, or

representations, written or oral, between the parties, including but not limited to the Original Agreement. This Agreement may not be further modified, except in writing, signed by the parties.

39. **Rights Acquired.** No rights will be acquired under this Agreement until the required certificates of insurance have been provided to the CITY.

40. **No property rights.** No provision hereof shall be construed as conveying an easement or other estate in land.

41. **Amendment.** This Agreement may be amended only in writing executed by the parties.

42. **No Waiver.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

43. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

44. **Authority.** **PORTLAND MUSIC FESTIVAL, LLC** 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 **PORTLAND MUSIC FESTIVAL, LLC** has the authority to do so.

45. **Further Assurances.** Each party hereby agrees to cooperate with the other party's efforts to take such further actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement and to implement the operation of the Event and the other transactions contemplated herein, including without limitation, to execute, acknowledge, and deliver any affidavits, certificates, assurances, consents, or other instruments as may be necessary to fulfill the intent of this Agreement.

46. **Governing Law and Jurisdiction.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties and guarantors 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.

[SIGNATURE PAGE ATTACHED HERETO.]

IN WITNESS WHEREOF, the **CITY OF PORTLAND** has caused this Agreement to be signed by Danielle P. West, City Manager, and by Tyler Grill, Manager of **PORTLAND MUSIC FESTIVAL, LLC, LLC**, thereunto duly authorized the day and year first above written.

CITY OF PORTLAND

Date: _____

By: Danielle P. West
Its: City Manager

Approved as to form: _____

Corporation Counsel's Office

PORTLAND MUSIC FESTIVAL, LLC

Date: _____

By: Tyler Grill
Its: Manager, duly authorized

EXHIBIT B**APPROVED EVENTS SCHEDULE for 2026-2028**

DATE	DAY	Schedule
6 days prior to event	Sunday	Layout site
5 days prior to event	Monday	Field protection in place
4 days prior to event	Tuesday	Start of tenting/decor
3 days prior to event	Wednesday	Fencing begins
2 days prior to event	Thursday	Sound, lights, stages
1 day prior to event	Friday	Final Prep
Day 1 of Event	Saturday	Day 1
Day 2 of Event	Sunday	Day 2
1 day following event	Monday	Breakdown begins
2 days following event	Tuesday	Breakdown concludes
3 days following event	Wednesday	Last of the porta potties and all remaining assets removed

GUARANTY OF GOODWORKS PORTLAND FEST LLC

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor and a wholly owned subsidiary of GoodWorks Entertainment Group, LLC, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by the City of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America, Cumberland County, and State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal statute, regulations, common law or rule of civil procedure with respect to any action

or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this ____ day of September, 2025.

**GOODWORKS ENTERTAINMENT
PORTLAND FEST LLC**

Witness

By: Tyler Grill
Its: Manager, duly authorized

**GUARANTY OF
SHORE SOUND ENTERTAINMENT LLC**

For valuable consideration, the receipt of which is hereby acknowledged, and in consideration of an Agreement between the CITY OF PORTLAND (hereinafter "City"), a Maine corporate body politic and PORTLAND MUSIC FESTIVAL, LLC (the "CONTRACTOR") for the CONTRACTOR to rent and produce a music festival on certain Property owned by the City of near and even date (the "Agreement"), the Undersigned, one of the equity owners of the Contractor, unconditionally guarantees to the City, its successors and assigns, full and prompt payment when due of all such payments due under the Agreement and any and all other liabilities of CONTRACTOR to the CITY arising under the Agreement, and all renewals, extensions or modifications thereof of substitutions therefor (collectively, the "Obligations") together with all costs and expenses of collection thereof and of enforcement of this Guaranty, including reasonable attorney's fees.

Notice of acceptance of this Guaranty and of any action taken by the CITY from time to time under this Guaranty or the Obligations is hereby waived, and this Guaranty shall operate as a continuing and absolute Guaranty covering all Obligations.

Upon any default by CONTRACTOR under the Agreement, the liability of the Undersigned shall be effective immediately, without demand, presentment, protest or notice of any kind, all of which are hereby waived, without any action, proceeding or suit, whether against CONTRACTOR, any security for the Obligations, or any other party liable for the Obligations, without exhausting any other remedies, and without further steps to be taken or further conditions to be performed by the CITY. Failure of the CITY to make any demand or otherwise to proceed against the Undersigned or any other person liable on the Obligations in respect to any default by CONTRACTOR shall not constitute a waiver of the CITY's right to proceed in respect to any or all other defaults by CONTRACTOR.

The Undersigned hereby waives any right of exoneration by the CONTRACTOR, or to contribute from any co-surety or security for any of the Obligations, defers any right of subrogation until all obligations of the CONTRACTOR to the CITY, whether or not guaranteed by the Undersigned, are paid in full, and defers any right to reimbursement from the CONTRACTOR, until all Obligations of the CONTRACTOR are paid in full.

This Guaranty shall be binding upon successors and assigns of the Undersigned; and the dissolution of the Undersigned shall not relieve its successors and assigns, from any liability or obligation accruing prior to such succession or assignment, nor accruing prior to the expiration of five (5) days after receipt by PDC of notice of such death, succession or assignment, and shall not relieve or discharge the Undersigned from his or her liability hereunder. The Undersigned hereby submits to the jurisdiction of the courts of the United States of America and Cumberland County, State of Maine in connection with any suits or proceedings arising hereunder. The undersigned hereby knowingly, voluntarily and intentionally waives any right to a jury trial, whether arising under the Maine Constitution, United States Constitution or any State or Federal

statute, regulations, common law or rule of civil procedure with respect to any action or claim arising under or relating to this Guaranty or the dealings or the relationship between any parties hereto.

Concurrently upon the payment, performance, and satisfaction in full of the Obligations and any commitments of the CITY to the CONTRACTOR with respect to the Obligations, this Guaranty shall automatically terminate, and the CITY shall duly execute all agreements, terminations, consents, and releases reasonably requested by Guarantor evidencing (i) the satisfaction of the Obligations and (ii) the CITY's release of Guarantor from this Guaranty.

This instrument and all rights and remedies of the parties shall be construed and interpreted under the laws of the State of Maine.

IN WITNESS WHEREOF, the Undersigned has duly executed this Guaranty this ____ day of September, 2025.

SHORE SOUND ENTERTAINMENT LLC

Witness

By: Jordan Wolowitz
Its: Manager, duly authorized

PRF 10 Year Capital Improvement Plan

The following schedule illustrates the long term plan for upkeep and improvements of Portland Parks and Open Spaces. It represents the Parks Division's best estimate for timing and cost. Dates and amounts are subject to change

Note: FY27 Projects approved in March of 2026

		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Annual Total	District	\$5,855,000	\$9,465,000	\$7,145,000	\$6,440,000	\$7,680,000	\$3,469,000	\$3,485,000	\$3,800,000	\$2,237,000	\$1,775,000
Athletic Facilities											
Deering High School Field Upgrades	5				\$200,000	\$275,000					
Deering Oaks Baseball Lights and General Park Lighting	2	\$500,000									
Deering Oaks Infield Upgrades and Irrigation	2		\$90,000								
Deering Oaks Volleyball Court Replacement	2							\$75,000			
Fencing: Softball field at Talbot School	1				\$75,000						
Fitzpatrick Paving and ADA Improvements	2			\$235,000							
Fitzpatrick Stadium Entrance Upgrade	2						\$75,000				
Fitzpatrick to Expo Team Entrance Landscape Upgrades	2							\$100,000			
Fitzpatrick Track Resurfacing & Fencing Replacement	2	\$600,000						\$100,000			
Fox St Irrigation Replacement	1				\$75,000						
Ludlow Baseball Field Upgrades	5					\$500,000					
Memorial Stadium Concession Stand Replacement	5							\$500,000			
Memorial Stadium Turf Replacement	5								\$1,200,000		
Payson B Softball Drainage and Irrigation	4			\$110,000							
Riverton Softball Lighting Replacement	5					\$255,000					
Synthetic Turf Field: location TBD			\$1,500,000								
Cemeteries											
Evergreen Driveway Drainage and Paving--To be funded by Water Resources	5										
Evergreen Repaving Roads	5		\$125,000		\$125,000						
Forest City Coastal Erosion Mitigation	5	\$100,000					\$1,000,000				
Gravel Road Reconstruction (Evergreen and Forest City) - Could be paid for by trusts	5		\$100,000								
Green Burial Area Development (Evergreen)	5			\$30,000							
Pond Restoration Engineering	5				\$30,000						
Pond Restoration Construction	5						\$500,000				
Wilde Chapel Masonry	5			\$500,000		\$500,000					
Community Gardens											
Bayside Community Garden Relocation	1		\$50,000								
Community Garden Raised Bed Installation (Environmental Remediation at Payson, North St, Valley St, Clark St)	Various	\$100,000									
Fence Repairs/Additions (3-4 Gardens (CDBG potential))	Various				\$50,000	\$50,000					
Shed Replacements (and Peaks Island City Acres Shed)***	Various			\$45,000							
Courts--Tennis, Basketball, Futsal											
Bayside Basketball Court - New Construction	1		\$150,000								

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Court Resurfacing: Various (DHS Tennis, Reiche, Pleasant St, Taylor St, Munjoy South)	Various	\$150,000		\$75,000		\$75,000		\$75,000		\$75,000	
Deering Oaks Tennis and Basketball Court Crack Mill & Overlay	2	\$450,000									
Deering Oaks Tennis Court Lights--Add (to be completed Fall 2025)	2				\$350,000						
Dougherty Field Basketball Pavilion	3					\$150,000					
Eastern Prom Tennis and Basketball Court Resurface	1						\$50,000				
Fox Field Basketball Court Repaving	1					\$300,000					
Futsal Court #2, location TBD				\$200,000							
Longfellow Basketball Drainage and Reconstruction	5		\$175,000								
Payson Additional Basketball Court	4						\$150,000				
Peaks Island Multi-use Pickleball/Basketball Courts (2)***	1						\$300,000				
Pickleball Court Construction (NEW) - Location TBD	TBD			\$500,000							
Riverton Tennis Court Fence Replacement	5							\$100,000			
Park Infrastructure											
Bell Buoy Park Design/Engineering & Construction--ADA	1		\$75,000		\$750,000						
Bramhall Square Reconstruction \$250K budget, \$100K from Maine Medical, \$150 from Public Works CIP, \$100K other sources	2					\$750,000					
Deering Oaks ADA Sidewalks and Curbing--Farmers Market Rd. (State to Deering)	2					\$300,000					
Deering Oaks Pond Plaza and Dock--ADA	2							\$100,000			
Deering Oaks Pond Wall Reconstruction - Phase II	2			\$400,000							
Deering Oaks Ravine Wading Pool Rehab--ADA	2		\$475,000								
Deering Oaks Rose Circle Entrance--Convert to Brick--ADA	2					\$75,000					
Deering Oaks Roadway Repaving--Tennis Court Road	2	200,000									
Disc Golf Course Expansion, Location TBD					\$50,000						
East End Beach Bath House Replacement--ADA	1					\$1,500,000					
East End Recreational Boat Ramp Reconstruction	1		\$500,000								
Eastern Prom Cleeves Accident Fence Reconstruction	1		\$50,000								
Eastern Prom Cleeves Monument ADA Plaza	1		\$125,000								
Eastern Prom Cutter St Design (DPW will submit)	1	\$300,000									
Eastern Prom Cutter Street/Parking Reno--ADA (joint project with Public Works)	1		\$2,750,000								
Fencing: Eastern Prom Trail, Back Cove Trail, Riverside Recycling Trail, North Deering Park, Nason's Corner Park	1	\$375,000									
Fort Gorges Composting Toilets	1						\$100,000				
Fort Gorges Parapet	1							\$250,000			
Fort Gorges Preservation Plan (Structural Stabilization)	1	\$120,000		\$200,000							
Fort Gorges Sea Level Rise Intervention	1								\$250,000		
Fort Gorges Wharf Reconstruction (materials and engineering)	1	\$100,000									

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Fort Sumner Reconstruction--ADA	1								\$450,000		
Fort Sumner Trail Lighting--to be paid for by Friends Group	1										
Harborview Concrete Stair and Plaza: Resurfacing with Granite	2		\$100,000								
Harborview Stairs from Circle Trail Intersection to Commercial St	2				\$100,000						
Lincoln Park Fence--Federal St Phase I	1	\$200,000									
Lincoln Park Fence--Federal St Phase II	1			\$350,000							
Lincoln Park Fence--Franklin St (likely covered by Franklin St Project)	1				\$300,000						
Lincoln Park Walkway Lights	1				\$250,000						
Longfellow Park Bollard Lighting***	3			\$50,000							
Ludlow Pond Drainage	5				\$150,000						
Martins Point Access Improvements	4					\$150,000					
Noyes Park Pathways, Seating and Trees--ADA	2					\$500,000					
Park Walkway ADA Paving, various locations (E Prom, Deering Oaks)	various		\$200,000		\$200,000		\$200,000		\$200,000		
Payson Park Front Street Entrance Plaza Improvements and Cross-Park Trail to Baseball Parking Lot- Possible C3 or Portland Housing Authority funding--ADA	4		\$200,000								
Payson Park Parking: Reconstructing Sledding Hill Parking Lot--ADA	4		\$250,000								
Payson Park Skating Rink Improvements (Expansion)	4				\$75,000						
Picnic Pavillion: Deering Oaks and Payson Park--ADA	various			\$150,000		\$150,000					
Portland Harbor Common Phase II, Match for ORLP	1	\$500,000	\$1,000,000								
Public Restrooms: Upper Western Prom, Ft Allen Park, Others?	various										
Quarry Run Dog Park Expansion and Renovation (Invasives Removal, Trail resurfacing, fence replacement)--ADA	4			\$100,000							
Riverton Trolley Park to Riverside Golf Course Trail: Move Fence for trail connection	5	\$100,000									
Veranda Street Waterfront Open Space landscaping - MDOT property	4		\$150,000								
Western Prom "NEW" Sidewalk along Western Cemetery--ADA	2			\$250,000							
Western Prom Play Area	2						\$150,000				
Western Prom Bandstand, Toboggan Run Improvements	2					\$150,000					
Western Prom Roadway Tree Allee	2								\$300,000		
Western Prom Upper Park Walkway Reconstruction--ADA	2				\$250,000		\$250,000				
Western Prom Valley Street Trail and Stone Retaining Wall Phase II	2	\$150,000									
Western Prom Vista Clearing and Plantings	2			\$50,000		\$50,000		\$50,000			
Western Prom Walkway Lighting	2				\$200,000						
Western Prom Walkway Reconstruction, Phase II--ADA	2					\$150,000					
Playgrounds, Skateparks, and Fitness Courses											
Adams School Playground	1										\$250,000
Deering Oaks Playground Equipment Replacement	2							\$450,000			

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East End School Playground	1		\$450,000								
East End School Playground Design	1	\$50,000									
Fox Field Playground	1					\$400,000					
Fox Field Playground Design	1				\$50,000						
Great Diamond Island Playground	1							\$150,000			
Hesletine Park Playground	4						\$250,000				
Heseltine, Stroudwater, Taylor Street & Munjoy South Park Playground Designs	various				\$125,000						
Munjoy South Playground	1					\$550,000					
Ocean Avenue School Playground	4										\$500,000
Ocean Avenue School Playground Design	4									\$50,000	
Peaks Island Playground	1								\$250,000		
Peaks Island Skate Park	1			\$150,000							
Peppermint Park--East Bayside Playground	1				\$350,000						
Peppermint Park--East Bayside Playground Design	1			\$50,000							
Playground Equipment Replacement: Various Locations	various	\$75,000			\$75,000			\$75,000			\$75,000
Portable Pumptrack: Moveable Neighborhood Skatepark	various				\$150,000						
Presumpscot Playground	4			\$650,000							
Presumpscot Playground Design	4		\$50,000								
Rowe School Playground	5										\$600,000
Rowe School Playground Design	5									\$50,000	
Stroudwater Playground	3					\$150,000					
Taylor Street Playground	2							\$100,000			
Tyng-Tate Street Playground: Fencing and Seating***	2									\$25,000	
University Park Playground (NEW)	4			\$200,000							
Will's Playground (Eastern Prom)	1			\$500,000							
Trails											
Back Cove Stabilization & Guard Rail	1	750,000									
Back Cove Trail Reconstruction and Stone Dust Resurfacing	4,3,1				\$150,000						
Bayside Trail Resurfacing--by Public Works	1,2										
Dougherty Field Bike Path Improvements***	3					\$100,000					
Eastern Promenade Sidewalk Resurfacing--by Public Works	1										
Fore River Parkway Trail Resurfacing--by Public Works	2										
Payson Park Cross Park Trail (Arboretum Road)	4		\$150,000								
Recreation Facilities											

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212 Canco Rd Community Room improvements	4	\$200,000									
Community Center Construction							???				
Community Center Planning				\$200,000							
Reiche Pool Renovation/Replacement	2		Unknown								
Reiche Pool Filter	2				\$115,000						
Ice Arena											
ADA Sidewalk and Access Issues (Park Ave to Horse Barn)	2	\$400,000									
Chiller Replacement (Refurb in 2024 will get us to est 2034)	2										\$350,000
Front of building wall repairs?	2										
Ice Arena Improvements	2			\$50,000		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Redesign (Office to Locker Room)	2				\$345,000						
Sign Replacement (Ice Arena & Expo)	2	\$85,000									
Sprinkler Upgrade	2		\$100,000								
Structural Analysis of entire building	2										
Golf Course											
Bridge over Dole Brook: Phase II	5			\$300,000							
Bunker Renovation--North Course	5									\$987,000	
Bunker Renovation--South Course--Phase II	5				\$250,000						
Cart Barn engineering & design	5	\$50,000									
Cart Building Building Replacement-South Estimate	5				\$500,000						
Cart Building Building Replacement-North Estimate	5			\$1,250,000							
Course Improvements	5	\$150,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Ice Rink Reconstruction add LED lighting	5							\$210,000			
Irrigation system replacement towers	5		\$150,000								
Irrigation System Replacement--TOTAL	5							\$1,000,000	\$1,000,000	\$1,000,000	
Golf Simluators/Roof Adjustment	5										
Materials Storage--Covered	5						\$144,000				
Paving Parking Lot--North Course Phase I	5					\$150,000					
Paving Parking Lot--North Course Phase II	5						\$150,000				
Public Assemblies											
Expo Renovations	2				\$1,000,000						
Merrill Interior Doors	1		\$100,000								
Merrill Loading Dock Engineering	1	\$50,000									

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Merrill Loading Dock: Extend, Reorient & add bus parking	1					\$300,000					
Merrill Marquee	1			\$200,000							
Merrill Orchestra Pit Lift - PSO/POV/Opera offering funding	1		\$300,000								
Merrill Seating Replacement--adding to existing CIP of \$200K	1	\$100,000									
Ocean Gateway: Add Catering Kitchen	1			\$250,000							
Outdoor venues - Barricades--moved to operating budget \$140	various										
There were no new requests submitted in this years public process											



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Parks, Recreation & Facilities Department
Ethan Hipple, Director

CITY OF PORTLAND
Parks, Recreation & Facilities Department
Alex Marshall, Parks Director

Memorandum

TO: Parks Commission and Land Bank Commission

FROM: Alex Marshall, Parks Director, Parks, Recreation and Facilities Department

SUBJECT: Parks Division Update

DATE: June/July 2025

Parks Division Staffing

- Total Budgeted positions in Parks Division: 43
- Vacancies:
 - Forestry Supervisor
 - Arborist
 - Horticulturist
 - Cemetery Grounds Maintainer

Citywide Unhoused Report

At this time, there are 40 encampments citywide, which is 3 fewer than this time in 2024 and 188 fewer than that of 2023. Of the 40 active tent sites, none of them are located on City property. Overall, in 2025, City Staff (primarily Rangers) have tagged and removed 384 tents citywide. Park Rangers continue to tag and remove between 5 and 20 tents from City land each week and conduct a thorough clean-up afterward with the help of other Parks staff or contractors. There continues to be a steady capacity available at the Homeless Services Center.

Nathan Clifford Playground Reopening

The Playgrounds Team, led by Keith “Tater” Forest, took on the replacement of the old Nathan Clifford School playground this Spring and Summer. With assistance from a local contractor, the Playgrounds Team removed the old equipment and will be opening up the new and improved playground this coming Friday the 15th. The creative solution for this neighborhood play space was to utilize a swingset recently upgraded at Deering Oaks playground as well as the Kiwanis Pool play structure that came out due to the pool’s reconstruction. Thank you team for making this project a reality for the community to enjoy!

Forestry Spring Planting & Co-Op Program

The Forestry Team planted a total of 125 trees this Spring as part of their annual tree planting program. The focus in 2025 was in the low tree equity score neighborhoods and surrounding areas such as continued efforts in Bayside. Additionally, of these 125 trees, there were 35 co-op trees planted across the city. Additional trees will be planted this Fall during a second surge to reach their annual goal of 150-200 trees.

Court Resurfacing

The Riverton Tennis Courts have been officially renovated into 6 dedicated pickleball courts and one



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Ethan Hipple, Director

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Alex Marshall, Parks Director

multi-use tennis and pickleball facility. Additionally, the contractor for that project was also able to reconstruct the basketball courts at Lyman Moore, install sports coating at the Talbot Basketball Court and install the new half basketball court and pickleball court on Great Diamond Island.

Back Cove Music Festival

The Back Cove Music Festival occurred during the weekend of August 2nd and 3rd, 2025. Payson Park was transformed into a festival grounds where 8,000-10,000 people each day gathered to hear incredible music, and eat good food in the comfort of this wonderful park. After the festival concluded, the impacts were deemed to be very minimal to the park.

Preble Field Reconstruction

Back Cove South Stormwater Storage Project, which captures 3.4 million gallons of combined stormwater/sewer discharge during each rain event, has come to a close and the Fitness Course and Bathrooms have been opened up as of Friday, August 1st. The field remains fenced off until September 5 when there will be a Grand Opening Ceremony planned to celebrate the completion of this monumental project. Stay tuned for more details coming.

Park Projects and Department Updates

Staff are working on the following Park Improvement projects:

- Deering Oaks Park ADA Walkway improvements: Phase 3, providing ADA access to the wading ravine, was completed in the Summer of 2023. Phase 4, which is the sidewalk along Tennis Court Drive, is going out to bid later this Summer for a potential Fall 2025 or Spring 2026 construction.
- Riverton Preserve: Recreation improvement plans are in progress and will consist primarily of a trail network with other improvements. This project is intended to fulfill LWCF conversion requirements, and final approval of the improvement plan rests with the state and National Park Service, which has a public engagement process.
- Lower Western Prom Park Improvements: This project has been bid out and did not receive a bid within the allocated budget, so it will be revised and re-advertised in the coming months.
- Longfellow Elementary School Playground: Playground Equipment has been selected. The project went out to bid in the Spring of 2025 only to receive one bid substantially over the budget for the project. Portland School Staff and Park Project Managers are working through the next steps to keep this project going.
- Portland Harbor Common: This project went out to bid in the Spring of 2025 to receive one bidder. The contract is being worked through currently.
- Stroudwater Bridge: The funding gap has been met for this project thanks to a City Council approval of CIP funding this past Spring. The bid documents and construction drawings have all been completed and the project will be bid in the next few weeks.
- Public Restrooms: So far, the city has installed 15 new public restrooms citywide over the past 3 years. Recent modifications were done to the units at The Eastern Promenade, Commercial



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St/Fish Pier, and Fox Field to include a vault for increased storage capacity. 4 more public restrooms are on the way with one at Lower Western Promenade, 1 at the Spring and High street parking lot, and 2 at the Eastern Promenade near the existing bathhouse.