MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
BENJAMIN GRANT (A/L)

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

CITY COUNCIL MEETING - NOVEMBER 17, 2025

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Mark Dion, 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).

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

https://portlandme.portal.civicclerk.com/event/7627/media

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

ANNUAL MEETING:

Annual Meeting of the Corporator of Creative Portland to Accept as a Communication the Annual Report of Creative Portland for FY2025

At the October 1, 2025, meeting of the Creative Portland Board of Directors, it voted to forward its FYE2025 Annual Report to the City Council as a communication.

Pursuant to the Bylaws of Creative Portland (CP) the Portland City Council, as Corporator of Creative Portland, shall hold its annual meeting in the month of November each year or at a special meeting. This year's Annual Meeting Agenda includes:

1. Accepting CP FY2025 Activity and Financial Reports; and,
2. Transaction of other business as may be deemed necessary.

In addition to Creative Portland's signature program, the First Friday Art Walk, notable contributions in FY2025 included:

1. Creative Portland Marketing Wheel: A Monthly Arts update Newsletter is published on the first of each month with over a 60% open rate (2,500). By the Summer of 2025, the cultural tourism initiative attracted 4,000 downloads to the

Creative Portland app and 51K active users to the website that includes a free artist directory, self-guided tours and lists of galleries, museums, music clubs, and cultural events.
2. Monday morning Drop By Program, an open house for arts community stakeholders on the first Monday morning of each month.
3. Creative Portland Art Gallery: "Acceptance" - our 8th juried arts exhibition, featuring 14 local artists' work for sale, opened May 2, 2025.
4. The 5th Annual Portland Arts & Culture Summit planned for September 22, 2024 (FY2025 Q1) at Mechanics' Hall.
5. Artist Activation Projects - Open Call and plans for an Arts District Flagpole Banner refresh for August 2025, in collaboration with PMA to include wayfinding for cultural orgs.
6. Fiscal Sponsorship program including 82 Parris, Maine Music Festival and Arts in Greenwood.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-November 3, 2025
Special City Council Meeting Minutes-November 10, 2025

PROCLAMATIONS:

Proclamation 15-25/26 Recognizing Kevin J. Battle for a Lifetime of Service - Sponsored by Mark Dion, Mayor

COMMUNICATIONS:

Communication 7-25/26 Greater Portland Transit District 2026 Budget and Local Assessments - Danielle P. West, City Manager

On October 23, 2025, Metro's Board of Directors unanimously approved the 2026 budget and municipal assessments. The Metro Board of Directors includes five (5) City of Portland members, including two current City Council members. The Board approved budget will result in an increase in the local assessment for Portland for FY27 of approximately $600,000 (20%). The significant increase is due to the phase out of ARPA funding in the Metro budget. The Federal funding was used by Metro to expand frequency on Portland routes 7, 9A/9B, the Metro Breez service, and extend the Husky Line within Portland. The Metro Board is recommending continuing these successful expansions in service with an increase to the Portland assessment. In addition to the representation of five Portland Metro Board members, the Metro Executive Director also gave a presentation on the Metro budget, the increases in service levels, and current and future increases in assessments at the Thursday, November 6th Finance Committee Meeting.

In accordance with 30-A-MRS §3516, the city's "municipal officers" (i.e., the City/Town Councils) are required to notify Metro of action to reject the assessment within thirty (30) calendar days of the submission to the City, which occurred on October 31, 2025. Acceptance of the budget and local assessment is achieved either through formal council action or no action at all. At the Finance Committee meeting, committee members in attendance (and other members of the Council who attended but are not on the Committee) did not indicate any opposition to the Metro budget as proposed. Therefore, it is being brought forward to the full Council as a communication item only.

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

CONSENT ITEMS:

Order 85-25/26 Granting Municipal Officers' Approval of C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street - Sponsored by Danielle P. West, City Manager

Application was filed on 10/14/25. Location was previously Sagamore Hill Lounge.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 86-25/26 Granting Municipal Officers' Approval of Blue Barren LLC, dba Barrens. Application for B/W/D at 324 Fore Street - Sponsored by Danielle P. West, City Manager

Application was filed on 10/28/25. Location was previously Sweetgrass Winery and Distillery.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 87-25/26 Accepting the Donation of a Tool House from the Stewards of Western Cemetery - Sponsored by Danielle P. West, City Manager

If approved, this order would accept the gift of a shed from the Stewards of Western Cemetery to be built at Western Cemetery. The shed is valued at $45,000.00 and will be a newly constructed, historically appropriate tool house intended for installation on the original footprint of a long-demolished structure. The Stewards of Western Cemetery have commissioned and funded the design, construction, and installation of this tool house. The purpose of the structure is to provide appropriate storage for the materials and implements used by the Stewards in their ongoing restoration efforts of the grounds and monuments within this Portland Historic Cemetery.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Reconsideration of Order 83-25/26 Amendment to the Portland City Code Chapter 28 RE: Snow Ban Fee - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

Councilor Wesley Pelletier has requested that this order be returned to the agenda for reconsideration. It was approved, as amended by a motion from Councilor Phillips to reduce the fee from $175 to $130, by a vote of 8-1 (Sykes) on November 3, 2025. A motion to reconsider is required to be approved before the item can be taken back up.

At its October 8, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

The proposed change to Chapter 28 of the Portland City Code would increase the fine for failing to move a vehicle during winter storm parking bans from $40.00 to $175.00. The goal of the change is to increase compliance and improve the speed and efficiency of snow removal, and ultimately the safety and accessibility of city streets. Historically, the City has attempted to tow vehicles found to be in violation of winter storm parking bans. The total cost to reclaim a towed vehicle within 24 hours is $210.00 ($40 parking fine + $35 impound fee + $135 towing charge). However, a variety of constraints will reduce the scale of potential towing during the 2025-26 winter season, including the loss of a large-scale inbound lot at Ocean Gateway terminal, inconsistent availability of tow truck operators, insufficient capacity of tow truck operators to tow vehicles at the scale needed to be an effective deterrent, and city staffing constraints.

In connection with the proposed parking fine increase, the City would add six (6) additional snow ban parking locations where residents can relocate their cars free of charge. These locations will supplement fifteen (15) free locations previously used, and seven (7) locations (including garages) that charge a fee.

If approved, City staff would implement a communications campaign on the changes prior to winter's onset, and would enhance communications efforts with the public following the declaration of a parking ban.

Five affirmative votes are required for passage, should this item be amended or voted on a second time. Public comment for this item was taken on November 3, 2025.

ORDERS:

Order 88-25/26 Approving the Police Department's Acquisition of an Unmanned Aerial Vehicle in Accordance with 25 M.R.S.A. §4501 - Sponsored by the Health & Human Services and Public Safety Committee, Councilor Anna Bullett, Chair

An Unmanned Aerial System (UAS) — commonly called a drone — for police use is a coordinated set of airborne, ground, and human components operated together to accomplish a variety of approved law-enforcement missions. A UAS typically includes the unmanned aircraft (vehicle), the ground control station and communications link, sensors and payloads, trained operators and observers, and the policies and procedures that govern safe, legal, and effective operation.

The benefits of a UAS include: enhanced search and rescue operations, accident reconstruction, and enhanced officer safety during high risk engagements.

UAS systems have been in use by local, state and federal law enforcement agencies for more than a decade. With appropriate policies and safeguards, these systems provide an opportunity to help maintain public safety with greater efficiency and effectiveness in accordance with the rights of residents and applicable legal requirements. UAS use by Maine law enforcement agencies is well-regulated by state statute and regulations imposed by the Maine Attorney General's Office. UAS operations are also regulated by the Federal Aviation Administration (FAA).

The Portland Police Department has drafted a Standard Operating Procedure ("SOP") that will govern the department's use of the UAS. The SOP is fully aligned with, and builds upon, applicable state and federal requirements.

Five affirmative votes are required for passage after public comment.

Order 89-25/26 Approving a Partial Release and Restatement of Deed Covenants between the City of Portland and MCDP Douglass, LLC re Dougherty Commons Phase 3 - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee met on July 15, 2025 and voted 4-0 to recommend approval of this item by the City Council.

Maine Cooperative Development Partners is requesting an amendment to allow for Phase 3 of Dougherty Commons to have the flexibility to be built as rental apartments or for-sale condominiums. If built as for-sale condominiums, all 42 units will be affordable to households earning 100% area median income (AMI) or less, and eleven will be workforce housing units as defined by the City (affordable at 80% AMI). Financing will be similar to Phase 2 which is currently under construction, except that no City funding is required. Under previous financing strategies, MCDP indicated that Affordable Housing Tax Increment Financing (AHTIF) and funding from the Jill C. Duson Housing Trust Fund may have been required. The new funding strategy includes a construction loan from a community bank (currently have a term sheet from Maine Community Bank), BlueHub, and over $1.5M in grant funds from MaineHousing. If built as rental housing, previously approved covenants requiring at least 9 units be rented and affordable to households earning less than or equal to 50% of the AMI, 2 units rented and affordable at 80% AMI and 31 units rented and affordable at 100% AMI. If this amendment is approved, construction could start in early 2026 with the last building occupied by the end of 2028.

Five affirmative votes are required for passage after public comment.

Order 90-25/26 Accepting and Appropriating a $167,741.80 in Assistance to Firefighters Grant Funding from the Federal Emergency Management Agency - Sponsored by Danielle P. West, City Manager

The Portland Fire Department (PFD) has been awarded $167,741.80 in Federal funding from the Department of Homeland Security's Fiscal Year 2024 (FY24) Assistance to Firefighters Grant program. This critical funding, combined with a required $16,774.19 local match, will provide a total of $184,515.99 to significantly enhance the Portland Fire Department's Wellness and Fitness program. Specifically, the funds will be used to purchase one Power Lift Cot to reduce strain and injury risks for personnel when moving patients and will cover the cost of approximately 100 advanced physical exams/health screenings, including Electrocardiogram (ECG)/Stress tests, for firefighters. Accepting this award directly impacts the health and safety of the City's firefighting personnel, reducing workplace injuries and ensuring the long-term fitness necessary to protect the public.

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

Order 91-25/26 Accepting and Appropriating $27,450.00 in Mobility, Access, and Transportation Insecurity Grant Funding from Cumberland County - Sponsored by Danielle P. West, City Manager

This $27,450 grant from Cumberland County Public Health will be used to support the Mobility, Access and Transportation Insecurity (MATI) Program. The grant will cover staff time to allow for the City of Portland's Social Services Division to act as an information and resource hub for low-income individuals looking to access public transit. The program will further support staff to enroll eligible low income individuals in an impact evaluation program associated with reduced/free transit fare.

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

EXECUTIVE SESSION:

ADJOURNMENT:

6

MEMORANDUM
City Council Agenda Item

FROM: Dinah Minot
CP Executive Director

DATE: October 27, 2025

SUBJECT: Annual Meeting of the Corporator of Creative Portland to Accept as a Communication the Annual Report of Creative Portland for FY2025

SPONSOR: Mayor Mark Dion
(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 11/17/2025 **Final Action 11/17/2025**

Can action be taken at a later date: Yes

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

PRESENTATION: Herb Ivy, President/Creative Portland Board, 2 Minutes
Dinah Minot, Creative Portland Executive Director, 3 Minutes

I. SUMMARY

At the October 1, 2025, meeting of the Creative Portland Board of Directors, it voted to forward its FYE2025 Annual Report to the City Council as a communication.

II. AGENDA DESCRIPTION

At the October 1, 2025, meeting of the Creative Portland Board of Directors, it voted to forward its FYE2025 Annual Report to the City Council as a communication.

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6. Fiscal Sponsorship program including 82 Parris, Maine Music Festival and Arts in Greenwood.

III. BACKGROUND

See above.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of the Annual Meeting of the Corporator would be for it to receive and accept the annual Activity and Financial Report and be provided an update of Creative Portland's highlights during FY2025.

V. FINANCIAL IMPACT

There is no financial impact associated with this action.

VI. STAFF ANALYSIS AND BACKGROUND

CP staff is requesting the Annual Meeting be held on November 17, 2025.

VII. RECOMMENDATION

It is recommended that the City Council hold its Annual Meeting of Creative Portland on November 17, 2025.

VIII. LIST ATTACHMENTS

1. FYE2025 Creative Portland Annual Report

Prepared by:
Dinah Minot
CP Executive Director
Date: 10/27/2025

CREATIVE PORTLAND CORPORATION

FISCAL YEAR 2025 ANNUAL REPORT

MISSION & VISION

Creative Portland was founded in 2008 by the Portland City Council to grow and support the creative economy. Our mission is to support the creative economy through the arts by providing essential resources, by fostering partnerships, and by promoting Portland's artistic talents and cultural assets. As the City's official nonprofit arts agency, we support economic development efforts by strengthening and stimulating our workforce, creative industries, and enterprises.

Executive Summary:

The Creative Portland Corporation (CP) submits its sixteenth Annual Report to the Portland City Council, Corporator of Creative Portland, for the fiscal year ending on June 30, 2025.

The City of Portland's TIF fund investment of $200,000 for Creative Portland covers two full-time employee salaries, payroll, workers' comp, employee taxes and marketplace health insurance. The city's investment allows our 501c3 quasi-municipal organization to leverage the TIF funds to raise additional funds to produce programs that benefit the community and serve as a resource and hub for arts enrichment, arts advocacy and sustainability.

Creative Portland's role as a resource to the City and to cultural and arts stakeholders is made possible by a combination of support from the City, private funding, sponsorships and grants. Our ability to vet artists, assemble curatorial teams, and bring together city partners for our programs is a successful recipe for community buy-in for these programs. We nurture relationships between the arts community, city partners and city officials by sharing our art initiatives and programs that impact the City. One of our goals is to work with the Portland Public Art Committee and the Planning Department to streamline a process for Arts oversight with regard to creative placemaking and new public art initiatives and/or requests.

Financial Summary:

A financial summary of CP's FY25 revenue and expenses is included with this document, revealing a one-year cash surplus of $7801 to be spent on programs in the first quarter of FY26, based on an accrual basis fiscal year accounting.

The Creative Portland Board of Directors appreciates the annual $200,000 TIF investment in Creative Portland, which we leveraged by raising additional in private cash donations, grant awards and sponsorships, and hundreds of hours of in-kind support and services contributed by dozens of volunteers.

Grant awards support the programs and services like our biennial arts & culture summit on Sept 21, 2024, attended by over 200 community cultural leaders, artists, private funders, stakeholders and participating city staff, including Sean King of Portland Public Art Committee (PPAC), Greg Watson, Melissa Hue and Nancy Martin of HEDD, and Mayor Mark Dion and Councilor Regina Phillips. The Cultural Plan update of 2018, adopted by the Council, continues to serve as a "living action plan," guiding panel topics, priority issues, and arts community activation and integration.

FY25 Program Accomplishments:

Nine established programs were successfully implemented in FY25, all part of the annual work plan approved by the Board of Directors. These programs and initiatives are developed and managed on a shoestring budget, with a staff of two full-time employees plus a few part-time contractors. All programs and community-wide initiatives operate with mindful inclusivity, diverse representation, and volunteer curatorial teams:

- Arts & Culture Summit
- First Friday Art Walk
- Creative Portland app & website
- Monthly Arts Update Newsletter
- Social Media program to promote cultural assets
- Fiscal Sponsorship Program
- Monday Morning Drop By
- Hear Here 3
- Creative Portland Art Gallery

Arts and Culture Summit: Creative Portland hosted the 5th Biennial Arts & Culture Summit on September 24, 2024 in the first quarter of FY25. Over 200 arts community stakeholders attended the summit at the primary venue location, Mechanics' Hall, and in breakout sessions at SPACE across the street and Creative Portland at 84 Free Street. Most of the planning for the event occurred in the last quarter of FY24.

Key takeaways from the summit were identified in a Portland Press Herald article calling attention to low public funding of the arts in Maine and lack of affordable housing as barriers for continued artistic contributions & programming in our local arts ecosystem. Concern for the state of the Arts District and the increased vacant storefronts resulted in a panel of stakeholders focused on Congress Street revitalization efforts. See summary report of the Arts & Culture Summit here.

Arts Community stakeholders & Cultural Leaders at the 5th biennial Arts & Culture Summit on September 24, 2024, held in Mechanics' Hall ballroom.

Marketing Efforts: Creative Portland's focus on marketing and promoting the City's artistic talents and creative initiatives has evolved into streamlined systems that share listings and cultural highlights 24/7. These cultural tourism tools show results. The "value add" is growing and community recognition is evident, as validated by the growing engagement of users on our Creative Portland app & website, our Monthly Arts Update Newsletter, and our social media program on instagram with 6100 followers, designed to promote our City's cultural assets. The Monthly Arts Update newsletter is distributed to 5000 arts community stakeholders and is published on the first of each month. Over 60% open rate for the newsletter indicates a tight knit engaged community. All editions are archived on the website and include an update from the executive director, monthly event listings covering all artistic genres (visual, music, dance, performing arts, literary arts, cultural workshops), opportunities for artists and cultural orgs, including grant opportunities issued by the City and State, and community news.

The Creative Portland Website and the Creative Portland app share the same database using an Amazon platform & CRM (customer relationship management), developed by locals: Yarn Corporation. The Creative Portland app, a groundbreaking digital marketing tool (for IOS users) launched to the public in April 2023, and is available for free at the Apple store. The Creative Portland App offers 24/7 access to cultural event listings plus self-guided tours and access to activities in the local arts community. 5000 downloads to date, double the number from last year at this time. App users have access to a GPS locator map that reveals venue locations, and website users have additional access to planning and resource content such as economic impact data, grant opportunities, open calls for artists, a free artist directory, a free cultural organization directory, and an archive of all monthly newsletters.

Creative Portland's programs offer "a one-stop shopping for everything ARTS" to fulfill our mission via showcasing opportunities, digital marketing tools and in-person community discussions. Some of our programs, designed for convening diverse artistic genres, include topic-specific community discussions throughout the year, as well as an open house Monday Morning Drop By program that provides access and inclusive discussions among creatives on the first Monday of the month at 8:30am. Programs that showcase our local talent include the Creative Portland Art Gallery, and the Free Artist Directory, as well as an Organization Directory on our website.

Community members and arts stakeholders gather at "Monday Morning Drop By," an open house coffee hour sponsored by Coffee By Design (on the first Monday of each month).

The Creative Portland Art Gallery, located at 84 Free Street adjacent to the Maine Mariners offices, is in a city-owned structure contained in the Spring Street Garage. The gallery doubles as an office and community space for staff, board members and the public attending open houses. Once a year, an open call is issued to Greater Portland-area artists to submit work for a year-long exhibition. A curatorial team of 6-7 community members represents higher ed institutions, galleries, arts collectives and creatives who select approximately 12-14 emerging and established artists. A celebration of the exhibiting artists is hosted each May with an art opening reception, followed by a First Friday Art Walk public reception. In May 2025, the eighth juried art exhibition was launched under the theme and title, Acceptance, at the CP Art Gallery. A volunteer curatorial team of six arts community stakeholders reviewed over 120 submissions (representing 63 artists) and selected 14 pieces created by fourteen local artists from Greater Portland. All local art is currently for sale directly benefiting the artists.

Opening Night at “Acceptance” Juried Art Exhibition, Creative Portland Gallery

Business & professional development programs for fledgling art businesses and initiatives are administered with careful consideration, due to lack of capacity with only a staff of two. Fiscal sponsorships are an integral part of nurturing our local arts community, and we are pleased to shepherd organizations from a concept incubator to an established nonprofit. As an example, we recently provided fiscal sponsorship support for two and a half years to the Portland Theater Festival (PTF), now a 501c3. Celebrating its 5th season this summer, the PTF is a success story, mounting three productions per summer to sold out shows in unique venue spaces, such as the Governor Baxter School for the Deaf, now known as the Maine Educational Center for the Deaf and Hard of Hearing (MECDHH), located on Mackworth Island, offering educational programs for deaf and hard-of-hearing. In FY2025, Creative Portland sponsored the Maine Music Festival initiative, 82Parris, Arts at Greenwood on Peaks and Hip Hop in the Park. Creative Portland cross-promotes their programs and receives 5% of the donations as a standard administrative fee for our contractor/accountant.

Arts advocacy on the national stage is imperative for the continued investment by the U.S. Senate and House in the National Endowment for the Arts and the National Endowment for the Humanities. Americans for the Arts (AFTA) invited Dinah Minot, our executive director, to represent Maine as a District Captain during arts advocacy week 2023 & 2024 on Capitol Hill, and in monthly meetings throughout the year. This advocacy includes collaborating and sharing best practices along with twelve other state representatives. State Captains also play an integral role at the annual National Arts Action Summit where they lead their state's attendees in Congressional meetings. Joining in these discussions and traveling to Washington, DC at AFTA's expense each year has allowed Ms Minot to build solid relationships with our elected legislative leaders. Maine is in a prime position to effect change and to garner support for congressionally directed spending (CDS) funds, with three leaders in top Arts leadership positions, including Rep. Chellie Pingree, Chair of the Congressional Arts Caucus, Senator Susan Collins, Chair of the Senate Arts Caucus, and Senator Angus King, a strong proponent and arts advocate. Ms Minot has made a recommendation to Maine Arts Commission that they participate in a future statewide economic impact study and appoint a state captain for advocacy work representing Maine, as opposed to staff from Creative Portland, who only represents Portland.

Economic Impact Results from the Arts & Economic Prosperity (AEP6) published October 2023 reveals that the nonprofit arts industry generated $86 million in economic activity in Portland, supporting 1,872 jobs, and generating over $20.7 million in local and state government revenues. Our local nonprofit arts and culture organizations have been and will continue to be critical engines for our creative economy.

CREATIVE PORTLAND FORMATION HISTORY

The City Council, by Order #92 passed November 17, 2008, authorized the establishment of Creative Portland (CP) as an economic development initiative to support Portland's creative economy. Formation of the Board of Directors was completed in the summer of 2009, with almost half of the Board appointments made by the city. One member of the City Council (Regina Phillips (2024-25) served as the City Council representative and Greg Watson, Portland's Housing and Economic Development Director, served as the City Manager's representative (2024-2025) on the CP Board. Dinah Minot serves as Assistant Secretary and non-voting member.

CREATIVE PORTLAND BOARD OF DIRECTORS FY25:

Kate Anker (Vice President), Running with Scissors
Kirstie Archambault, Visit Portland
David Brenerman, Former Mayor & Former City Councilor
Maile Buker, Marketing Consultant
Tae Chong, Maine State Chamber & Former City Councilor
Lucy Comaskey, USM Law Student
Gibrian Foltz, Baker Newman Noyes
Eliza Ginn, Partners for Common Good
Lindsay Hancock, Artist & Grant Writer
Clare E. Hannan (Vice President), Retired COO, Maine Public
Herb Ivy (President), Townsquare Media
Zsofia McMullin, PR & Content Marketing
Dinah Minot (Assistant Secretary), Creative Portland
Daniel Minter, Indigo Arts Alliance, Maine College of Art
Councilor Regina Phillips (ex officio), Portland City Councilor
Dawn Reshen-Doty (Treasurer), Benay Enterprises
Matt Schwach (Secretary), Marketing Executive (retired)
Greg Watson (ex officio), Director, HEDD, City of Portland

Creative Portland
Statement of Activity
Profit & Loss
Budget vs. Actual
July through June 2025

	Jul '24 - Jun 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · Operations (unrestricted)	225,230	242,300	-17,070	92.96%
4200 · Programs	11,858	45,000	-33,142	26.35%
Total Income	237,088	287,300	-50,212	82.52%
Cost of Goods Sold				
5000 · Cost of Programs	29,727	47,500	-17,773	62.58%
Total COGS	29,727	47,500	-17,773	62.58%
Gross Profit	207,361	239,800	-32,439	86.47%
Expense				
6000 · Marketing	892	7,250	-6,358	12.3%
6100 · Personnel	165,876	170,900	-5,024	97.06%
6200 · Occupancy Expenses	8,088	7,800	288	103.69%
6300 · Travel	0	3,000	-3,000	0.0%
6500 · Professional Services	12,542	34,600	-22,058	36.25%
6600 · Operating Expenses	12,254	15,290	-3,036	80.15%
Total Expense	199,652	238,840	-39,188	83.59%
Net Ordinary Income	7,709	960	6,748	802.91%
Other Income/Expense				
Other Income				
7000 · Other Income-Expense	92	50	42	184.59%
Total Other Income	92	50	42	184.59%
Net Other Income	92	50	42	184.59%
Net Income	**7,801**	**1,010**	**6,791**	**772.28%**

Creative Portland
Statement of Financial Position
As of June 30, 2025

	Jun 30, 25	May 31, 25	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · Creative Portland Checking	94,911	74,712	20,199	27.0%
1011 · GSB Savings 5265	98,584	98,576	8	0.0%
1015 · Petty Cash	1,558	1,558	-	0.0%
Total Checking/Savings	195,053	174,846	20,207	11.6%
Other Current Assets				
1220 · Other Receivable	-	-	-	0.0%
Total Other Current Assets	-	-	-	0.0%
Total Current Assets	195,053	174,846	20,207	11.6%
Fixed Assets				
1400 · Fixed Assets	34,294	34,594	(300)	-0.9%
Total Fixed Assets	34,294	34,594	(300)	-0.9%
TOTAL ASSETS	**229,347**	**209,440**	**19,907**	**9.5%**
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	-	-	-	0.0%
Total Accounts Payable	-	-	-	0.0%
Other Current Liabilities				
2500 · Fiscal Sponsorship Liability	78,022	76,991	1,030	1.3%
Total Other Current Liabilities	78,022	76,991	1,030	1.3%
Total Current Liabilities	78,022	76,991	1,030	1.3%
Total Liabilities	78,022	76,991	1,030	1.3%
Equity				
3100 · Unrest'd Net Assets	143,524.36	143,524.36	-	0.0%
Net Income	7,800.93	-11,075.53	18,876	170.4%
Total Equity	151,325	132,449	18,876	14.3%
TOTAL LIABILITIES & EQUITY	**229,347**	**209,440**	**19,907**	**9.5%**

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

https://portlandme.portal.civicclerk.com/event/7615/media

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:00pm.
Councilors Present: Councilor Fournier, Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Bullett, Councilor Michniewicz, Councilor Phillips, Mayor Dion

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

Mayor Dion opened the floor for public comment. The following individuals spoke: Jess (St Lawerence St)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council Announcements. The following made an announcement:
Danielle West (City Manager), Councilor Bullett, Councilor Ali

RECOGNITIONS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-October 20, 2025

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0

RESOLUTIONS:

Resolve 3-25/26 Amending Council Rules - Sponsored by Rules Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Bullett for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Pelletier

Resolve 4-25/26 Supporting Collaboration with the Gulf of Maine Research Institute to Advance Climate Adaptation and Resilience - Sponsored by Mark Dion, Mayor

Motion was made by Councilor Ali and seconded by Councilor Sykes for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Dave Reidmiller (Gulf of Maine Research Institute)

PROCLAMATIONS:

Proclamation 13-25/26 Recognizing Barber Foods - Sponsored by Councilor Pious Ali

This proclamation will be read on November 17, 2025.

Proclamation 14-25/26 Native American History Month - Sponsored by Mark Dion, Mayor

Councilor Fournier read Proclamation 14-25-26 Native American History Month into the record.

Proclamation 15-25/26 Recognizing Kevin J. Battle for a Lifetime of Service - Sponsored by Mark Dion, Mayor

This proclamation will be read on November 17, 2025.

COMMUNICATIONS:

Communication 6-25/26 The 2024 Fossil Fuel Infrastructure Report - Troy Moon, Sustainability Director

Troy Moon provided Communication 6-25/46 The 2024 Fossil Fuel Infrastructure Report.
The following Councilors commented on the communication: Councilor Sykes

UNFINISHED BUSINESS:

Order 93-23/24 Waiving the Class III & IV with Indoor Entertainment Application Fees for the Maine Irish Heritage Center - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Sykes and seconded by Councilor Phillips for passage, as amended. Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to amend. Amendment titled "Ali Amendment #1 RE: Fee Waiver". Amendment in backup material. Passage 9-0
Amendment passed.

Order 77-25/26 Accepting and Appropriating a $30,460 Maine Department of Environmental Protection Waste Reduction Grant - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Pelletier and seconded by Councilor Phillips for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. No one spoke.

Order 78-25/26 Approving the Collective Bargaining Agreement Between the City of Portland and the Professional and Technical City Employee Association - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Grant and seconded by Councilor Sykes for passage. Passage: 9-0
Mayor Dion opened the floor for public comment. No one spoke.

Order 79-25/26 Designating the Lambert Woods South Affordable Housing Development and Tax Increment Financing District and Adopting the Municipal

Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. No one spoke.

Order 80-25/26 Approving the Lambert Woods South Affordable Housing Credit Enhancement Agreement with Lambert Woods Cooperative - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair.

Motion was made by Councilor Sykes and seconded by Councilor Phillips for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. No one spoke.

Order 81-25/26 Appropriating $2,200,000 from the Jill C. Duson Housing Trust Fund to Lambert Woods Cooperative RE: Lambert Woods South 165 Lambert Street - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Sykes and seconded by Councilor Pelletier for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. No one spoke.

Order 82-25/26 Amendment to Portland City Code Chapter 14 RE: Hotel Inclusionary Zoning - Sponsored by Planning Board, Brandon Mazer, Chair

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0
Brandon Mazer (Planning Board Chair), Kevin Kraft (Director of Planning) & Matt Grooms (Deputy Director of Planning) gave an overview of this item.
Mayor Dion opened the floor for public comment. The following individuals spoke: Nate Cloutier (Hospitality Maine), Councilor Bullett, Councilor Sykes

Order 83-25/26 Amendment to the Portland City Code Chapter 28 RE: Snow Ban Fee - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

Motion was made by Councilor Phillips and seconded by Councilor Ali for passage, as amended. Passage: 8-1 (Councilor Sykes opposed)
Mayor Dion opened the floor for public comment. No one spoke.

Motion was made by Councilor Phillips and seconded by Councilor Fournier to amend from the floor. Amendment RE: Snow Ban Fee to reduce the fee from $175 to $130.
Passage 8-1 (Councilor Sykes opposed)
The following individuals commented on the amendment: Councilor Pelletier, Mayor Dion, Mike Murray (Director of Public Works), Councilor Sykes, Councilor Fournier, Councilor Bullett, Councilor Michniewicz
Amendment passed.

ORDERS:

Order 84-25/26 Waiving the Beano/Bingo License Fee for the Veterans of Foreign Wars Post 6859 for the 2025 Calendar Year - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

*Point of Order. Order 84-25/26 was taken out of order and read with Order 93-25/26.
Motion was made by Councilor Ali and seconded by Councilor Phillips for passage, as amended. Passage: 9-0
Motion was made by Councilor Phillips and seconded by Councilor Ali to amend.
Amendment titled "Ali Amendment #1 RE: Fee Waiver". Amendment in backup material. Passage 9-0
Amendment passed.

EXECUTIVE SESSION:

ADJOURNMENT:
Motion was made by Councilor Phillips and seconded by Councilor Michniewicz to adjourn. Passage 9-0 at 6:15pm

A TRUE RECORD

____

Ashley Rand, City Clerk

ZOOM INFORMATION:

The City Council will conduct this meeting via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. If you are unable to attend live, 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.

https://portlandmaine-gov.zoom.us/j/81325858993?pwd=oFKc2IrVbSkEpyy27Ymvf95Vl1ZQ0U.1

PLEDGE OF ALLEGIANCE:

Mayor Pro tempore Ali lead all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Pro temprore Ali called the meeting to order at 5:00pm.
Councilors Present: Councilor Fournier, Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Bullett, Councilor Michniewicz, Councilor Phillips
Councilors Absent: Mayor Dion

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

Mayor Pro-tem Ali opened the floor for public comment. The following individuals spoke: Joey Brunelle (Parris Street), Doug Mopre (Rosemont Neighborhood), Joann Locktov (Dirstrict 1), Maggy Wolf (District 1), Susanna Richard (East Deering), James (South Portland Resident), Karia Napier (Portland Resident), Kari Johnson (West End), Ann Oliver (Portland Resident)

ANNOUNCEMENTS:

EXECUTIVE SESSION:

In accordance with 1 M.R.S. section 405(6)(D) and (E), the City Council is expected to hold an executive session to (1) discuss and provide guidance to City staff on negotiation of the City's collective bargaining agreement with the Local 740, International Association of Firefighters, AFL-CIO, and (2) consult with its attorneys about joining a class action suit regarding Per- and polyfluoroalkyl substances (PFAS) at the Jetport and other City properties if applicable.

Motion was made by Councilor Pelletier and seconded by Councilor Phillips to recess into executive session at 5:30pm. Passage 8-0 (Mayor Dion absent)

Motion was made by Councilor Bullett and seconded by Councilor Phillips to adjourn the executive session and reconvene the Special City Council meeting at 7:41pm. Passage 8-0 (Mayor Dion absent)

RESOLUTIONS:

Resolve 5-25/26 Authorizing the City to Enter into Litigation Regarding Per- and Polyfluoroalkyl Substances (PFAS) Contamination and Approving Legal Services Agreement with SL Law Group PC - Sponsored by Michael Goldman, Corporation Counsel

Motion was made by Councilor Phillips and seconded by Councilor Pelletier for passage. Passage: 7-0 (Councilor Fournier & Mayor Dion absent)

ADJOURNMENT:
Motion was made by Councilor Phillips and seconded by Councilor Bullett to adjourn. Passage 7-0 (Councilor Fournier & Mayor Dion absent) at 7:47pm
A TRUE RECORD

Ashley Rand, City Clerk

GREATER PORTLAND metro

October 31, 2025

Danielle West
City Manager
City of Portland
389 Congress Street
Portland, ME 04101

Re: Greater Portland Transit District: Preliminary 2026 Budget and Municipal Assessment

Dear Ms. West:

In accordance with MRS Title 30-A, Chapter 163 (Transportation), the Greater Portland Transit District ("Metro") is submitting its fiscal year 2026 operating budget and municipal assessment. Metro's 2026 fiscal year operates from January 1, 2026 - December 31, 2026. **The assessment amount for the City of Portland for fiscal year 2026 is $3,598,380.**

On October 23, 2025, Metro's Board of Directors unanimously approved the fiscal year 2026 preliminary budget and municipal assessments. The total operating budget for fiscal year 2026 is $20,155,505 and represents a 4.7% increase compared to FY 2025.

The municipal assessments associated with Metro's FY 2026 are drawn from the municipalities' forthcoming fiscal year 2026-27. In accordance with MRS Title 30-A, §3516, the "municipal officers" (i.e., the city/town councils) of your communities are required to notify Metro of a rejection of the local assessment within thirty (30) calendar days of this submission. Acceptance of the local assessment may be achieved either by affirmative action by city/town councils or by no formal action within the 30-day timeframe.

www.gpmetro.org
114 Valley St. • Portland, ME • 04102
Phone: 207-774-0351 Fax: 207-774-6241

30-A-MRS §3516 requires Metro to adopt and implement its annual budget according to the following timeline:

Table 1: Metro's Budget Adoption Calendar

Milestone	Action
October 31	Date by which a preliminary operating budget must be approved along with the formula by which local contributions are determined and the local contribution amounts.
November 1	Date by which Metro is required to submit the preliminary budget, local contribution formula, and local contribution amounts to the "municipal officers" (i.e., the city/town councils) of member municipalities.
November 30	Date by which city/town councils are required to notify Metro of a rejection of the formula by which local assessments are determined. A rejection would trigger a mediation process through the Public Utilities Commission.
February 29	Date by which Metro must approve a final budget.
April 1	Date by which Metro transmits "warrants for taxes" to the member municipalities.
July-August	Local contributions due to Metro within 30 days after the date that taxes are due within each member municipality.

The budget is organized into three major operational sections:

- **Base Bus Service** – $18.95 million budget represents a 4.5% increase compared to 2025. The increase is primarily being driven by approved cost of living wage increases in Metro's Collective Bargaining Agreement and Non-Union Salary Plan, as well as inflationary cost increases of goods and services.

  Metro plans to operate 137,503 hours of transit service across fourteen fixed routes and one microtransit zone in 2026. Ridership in 2025 is projected to reach 1,860,000, a 2.5% increase from Metro's 2024 ridership. It should be noted that Metro's 2024 ridership did not include South Portland routes. Metro is budgeting for ridership to be at similar levels in 2026. Growth will be pursued through a redoubling of marketing efforts including promotion of unlimited use pass programs and improvements to route efficiency and on-time performance.

- **ADA Paratransit** – $698k budget represents a 13.6% increase compared to 2025. Increases in ADA paratransit ridership coupled with an increase in Metro's contract rate with its paratransit provider the Regional Transportation Program are driving this increase.

ADA paratransit service is demand response service for individuals who cannot use bus service. Passengers may be certified as ADA eligible if a functional assessment determines they are unable to use the fixed route bus system for all travel or certain trip types. ADA paratransit is a federal requirement and must be offered within ¾ mile radius around Metro's local bus routes (not including Breez express service). Metro member communities are billed separately from the annual assessment for the local match portion of the per trip cost for trips originating in their community.

- **Property Lease Arrangement** – $499k budget remains flat compared to 2025. Metro currently leases an adjacent property with a combination of state and local funding as well as revenue from a sub-lease agreement. The purpose of this arrangement is to support future acquisition of the property in conjunction with construction of an expanded operations-maintenance facility.

The total overall local funding required from member municipalities for FY 2025 is programmed to increase by 12.4% from $5,410,089 in FY 2025 to $6,082,220 in FY 2026.

- Metro is experiencing reductions in revenue on three fronts; lower than expected fare revenue, reduced projections for advertising revenue and most impactfully the phasing out of ARPA funding. These factors combined has caused overall municipal contributions to the budget to increase. The impact of this increase has the most significant impact on the communities with ARPA funded service improvements. These ARPA funded service improvements for each community include:
  - Falmouth – Increased frequency on the Route 7 and the introduction of microtransit service to most of Falmouth.
  - Portland – Extension of the Route 7 to the Jetport and frequency improvements on this route, increased frequency on the Routes 9A and 9B, extension of the Husky Line to the Eastern Waterfront and frequency improvements midday on the Breez service.
  - Brunswick, Freeport, Yarmouth – Improved frequency midday on the Breez, which serves all three communities.

- Metro was awarded $4.4 million in ARPA funding in 2022 that was used for targeted efforts to recover transit ridership post-pandemic. These targeted programs included; a regional half fare promotion, bus stop improvements and the introduction of transit signal priority to improve route speed. In addition to these one-time expenses, Metro received $2.8 million to fund comprehensive service improvements that were introduced incrementally in 2023 and 2024.

- In 2025, approximately $1.5 million in service improvements were 100% ARPA funded. Metro forecasts a little less than $500k in ARPA funding will be remaining to fund these services in 2026. This creates a $1 million funding reduction in revenue in Metro's 2026 budget. In order to fill this funding gap and ease the transition as municipalities begin to pick up the difference, Metro's 2026 budget includes $325k in federal carry-forward funding that is being directly applied to ARPA funded service improvements.

The table below outlines the changes in Metro's base budget revenues as compared to FY 2025 budget.

Table 1: FY 2025 vs FY 2026 Base Budget Revenue

Revenues (Base Budget)	2025 Budget	2026 Budget	Change +/- $	Change +/- %
Fare Revenue	3,378,509	3,279,972	(98,538)	-2.9%
Miscellaneous Revenue	541,838	446,100	(95,738)	-17.7%
Municipal Funding	5,316,376	5,984,171	667,795	12.6%
State Funding	770,153	770,745	592	0.1%
Service Imp. - Federal Funding	1,490,036	478,811	(1,011,225)	-67.9%
		325,000	325,000	100.0%
Federal Funding	6,544,835	7,609,652	1,064,817	16.3%
Total Base Bus Budget	*18,041,747*	*18,894,450*	852,703	4.7%

The table below outlines the local assessment for each Metro community including the change amount and change percentage. Changes in municipal assessments vary by community based on the amount of ARPA service operated within each community. Communities that saw a reduction in their assessment had reductions in service levels.

Table 2: Local Assessments for Bus Service, Debt Service and Lease Property

Municipality	FY 2025 Actual	FY 2026 Lease	FY 2026 Debt Service	FY 2026 Fixed	FY 2026 Variable	FY 2026 Total	Change %	Change $
Brunswick	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Falmouth	$ 233,457	$ 4,981	$ 16,241	$ 27,565	$ 273,487	$ 322,274	38.0%	$ 88,817
Freeport	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Gorham	$ 127,356	$ -	$ 1,695	$ 26,777	$ 100,408	$ 128,880	1.2%	$ 1,524
Portland	$ 2,999,507	$ 69,222	$ 197,364	$ 438,445	$ 2,893,349	$ 3,598,380	20.0%	$ 598,873
South Portland	$ 700,000	$ -	$ 4,618	$ 76,984	$ 647,779	$ 729,381	4.2%	$ 29,381
Westbrook	$ 995,466	$ 18,146	$ 39,330	$ 104,191	$ 746,998	$ 908,665	-8.7%	$ (86,801)
Yarmouth	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Annual Total	**$ 5,410,089**	**$ 98,052**	**$ 267,818**	**$ 719,150**	**$ 4,997,200**	**$ 6,082,220**	12.4%	$ 672,131

Metro’s Board of Directors has identified increasing non-municipal funding as a high priority for Metro in 2026. Planned efforts to this end include:

- Advocate strongly at the State level for more State operating assistance. MaineDOT’s portion of Metro’s budget continues to shrink as a proportion of Metro’s overall budget. Metro plans to work with State congressional leaders throughout its service area to identify ways that the State can provide more funding support to Metro.

- Complete a fare policy analysis with a goal of increasing fare revenue through changes in Metro’s fare policy.

- Increase ridership through increased community outreach, new and updated advertising campaigns and direct partnerships with businesses and institutions that will generate direct operating support and unlimited ride bus pass programs.

On behalf of the Metro Board of Directors, please accept our thanks for supporting public transportation. We look forward to continuing our efforts and record of results in advancing transit in the region. If you have any questions, please do not hesitate to contact me.

Respectfully,

Glenn Fenton

Glenn Fenton
Executive Director

Attachment A – FY 2026 Preliminary Operating Budget
Attachment B – 2026-2030 Capital Improvement Program

FY 2026 OPERATING BUDGET- PRELIMINARY

The total operating budget for FY 2026 is $20,155,505, an increase of 4.69% compared to FY 2025.

Table 1: Total Budget Summary

	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %
EXPENDITURES							
Base Bus Budget							
Wages	7,275,589	8,095,775	9,661,876	8,948,743	10,208,330	546,455	5.66%
Benefits	2,929,801	3,294,106	3,959,250	3,737,186	4,309,956	350,705	8.86%
Services and Fees	930,898	996,518	1,098,685	1,109,356	1,170,644	71,958	6.55%
Fuel-Fluids-Tires	716,703	957,750	1,359,084	1,206,939	1,181,700	(177,384)	-13.05%
Supplies & Equipment	449,124	456,601	552,220	576,799	602,250	50,030	9.06%
Utilities	359,445	308,708	391,101	377,348	384,578	(6,523)	-1.67%
Insurance	375,431	402,432	476,610	476,610	514,739	38,129	8.00%
Miscellaneous Expenses	55,402	72,426	85,494	75,522	98,551	13,057	15.27%
Debt Service	298,479	304,274	302,524	280,896	267,818	(34,705)	-11.47%
Capital & Reserves	134,820	393,732	258,560	322,816	219,089	(39,471)	-15.27%
Total Base Bus Budget	*13,525,692*	*15,282,322*	*18,145,405*	*17,112,215*	*18,957,655*	*812,251*	*4.48%*
Separate Budget Categories							
ADA Paratransit	458,106	410,475	615,000	648,870	698,340	83,340	13.55%
115 St. John's Street	469,022	477,017	491,898	493,359	499,510	7,612	1.55%
Service Improvements	164,743						
Total Expenditures	14,617,562	16,169,814	19,252,302	18,254,443	20,155,505	903,203	4.69%
REVENUES							
Base Bus Funding							
Fare Revenue	2,133,614	2,670,561	3,378,509	2,926,185	3,279,972	(98,538)	-2.92%
Miscellaneous Revenue	494,723	648,270	541,838	444,973	446,100	(95,738)	-17.67%
Municipal Funding	4,534,570	4,644,672	5,316,376	5,313,959	5,984,171	667,795	12.56%
State Funding	170,427	477,494	770,153	730,745	770,745	592	0.08%
Federal Funding	6,287,950	6,027,495	6,544,835	6,544,835	7,934,652	1,389,817	21.24%
Total Base Bus Budget	*13,621,284*	*14,468,492*	*16,551,711*	*15,960,697*	*18,415,639*	*1,863,928*	*11.26%*
Separate Budget Categories							
ADA PT - Municipal Funding	89,339	81,764	123,000	129,774	139,668	16,668	13.55%
ADA PT - Federal Funding	346,387	328,380	492,000	492,000	558,672	66,672	13.55%
115 St. John's Other Revenue	249,656	252,785	255,287	255,287	257,649	2,361	0.92%
115 St. John's Municipal Funding	93,862	94,244	96,132	96,132	98,052	1,920	2.00%
115 St. John's State Funding	234,654	239,347	244,136	244,134	207,015	(37,121)	-15.21%
Service Imp. - Passenger Fares	53,467	-	-	-	-	-	0.00%
Service Imp. - Federal Funding	111,277	586,754	1,490,036	1,400,603	478,811	(1,011,225)	-67.87%
Total Revenues	14,799,926	16,051,766	19,252,302	18,578,627	20,155,506	903,203	4.69%
Surplus/(Deficit)	182,363	(118,048)	(0)	324,184	0	0	

Major Budget Factors:

- Base Bus Budget (Expenditures) –The FY 2026 Base Bus Budget is built on transit service levels that are mostly unchanged from FY 2025.
    - Service Improvements – ARPA funded service improvements implemented in May 2024 and November 2024 are reported as included in the base budget expenditure numbers.
- Base Bus Budget (Revenues) – revenue estimates include: decreases in fares and miscellaneous revenue as well as increases in federal funding. Current municipal funding reflects an overall 12.6% increase, which includes a 13.4% increase in operating funding and a 6.8% decrease in capital funding. The 2026-

2030 CIP is attached. Staff anticipate a small balance of ARPA funding carrying into 2026, which will offset about ¼ year of ARPA related service improvements.

- ADA Paratransit budget is projected to increase based on actual increased ridership in 2025.
- Lease Property (151 St. John's Street) – total budget includes the anticipated expenditures and revenues associated with lease and operations of the property at 115 St. John's Street. A projected $63,206 surplus in this section can be available to offset a deficit(s) in other sections of the budget.

BASE BUS SERVICE

For 2026, baseline bus service (including ARPA funded service improvements) will total approximately 137,576 revenue hours. Table 2 outlines service levels, projected revenue hours and estimated boardings by route. Also presented are the boardings per hour statistics which is a basic metric of route performance.

Table 2: 2026 Service Levels and Estimated Ridership

ROUTE	MUNICIPALITIES	CORRIDORS	Peak Headways Wkdy	Sat	Sun	Revenue Hours	Estimated Boardings	Boardings/ Hour
Route 1	Portland	Congress	30 min.	60 min	60 min	9,854	139,000	14
Route 2	Portland-Westbrook	Forest	30 min.	60 min	60 min	10,708	191,000	18
Route 3	Portland-South Portland-Westbrook	Bridge-Spring	60 min	60 min	60 min	6,174	63,572	10
Route 4	Portland-Westbrook	Brighton-Main	30 min.	45 min	45 min	13,680	236,000	17
Route 5	Portland-South Portland	Outer Congress	30 min.	45 min	45 min	10,566	181,000	17
Route 7	Falmouth-Portland	Congress-Rt. 1	40 min	60 min.	60 min	14,648	149,900	10
Route 8	Portland	Peninsula Circulator	30 min.	60 min	60 min	6,758	78,300	12
Route 9	Falmouth-Portland	Congress-Washington-Stever	30 min.	30 min	60 min	19,698	367,330	19
Route 21	Portland - SMCC	Pillsbury-Cottage-Broadway	50 min	120 min	90 min	5,478	69,000	13
Route 24A	South Portland - Maine Mall	Congress-Broadway-Main	120 min	120 min	90 min	5,463	63,500	12
Route 24B	South Portland - Maine Mall	Congress-Highland-Broadway	120 min	N/A	N/A	3,968	61,500	15
Husky Line	Gorham-Portland-Westbrook	Rt. 25-William Clark-Brighton	30 min.	45 min	45 min	14,703	177,500	12
Breez	Brunswick-Freeport-Yarmouth-Portland	I-295-Rt. 1	50 min	150 min	N/A	10,688	62,800	6
Micro	Falmouth	Falmouth On-Demand	On Demand			5,190	5,500	1
Total						137,576	1,845,902	13

Table 3: Base Bus Budget Summary

	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %
EXPENDITURES							
Base Bus Budget							
Wages	7,275,589	8,095,775	9,661,876	8,948,743	10,208,330	546,455	5.7%
Benefits	2,929,801	3,294,106	3,959,250	3,737,186	4,309,956	350,705	8.9%
Services and Fees	930,898	996,518	1,098,685	1,109,356	1,170,644	71,958	6.5%
Fuel-Fluids-Tires	716,703	957,750	1,359,084	1,206,939	1,181,700	(177,384)	-13.1%
Supplies & Equipment	449,124	456,601	552,220	576,799	602,250	50,030	9.1%
Utilities	359,445	308,708	391,101	377,348	384,578	(6,523)	-1.7%
Insurance	375,431	402,432	476,610	476,610	514,739	38,129	8.0%
Misc Exp	55,402	72,426	85,494	75,522	98,551	13,057	15.3%
Debt Service	298,479	304,274	302,524	280,896	267,818	(34,705)	-11.5%
Capital & Reserves	134,820	393,732	258,560	322,816	219,089	(39,471)	-15.3%
Service Improvements							
Total Base Bus Budget	*13,525,692*	*15,282,322*	*18,145,405*	*17,112,215*	*18,957,655*	*812,251*	4.5%
REVENUES							
Base Bus Funding							
Fare Revenue	2,133,614	2,670,561	3,378,509	2,926,185	3,279,972	(98,538)	-2.9%
Miscellaneous Revenue	494,723	648,270	541,838	444,973	446,100	(95,738)	-17.7%
Municipal Funding	4,534,570	4,644,672	5,316,376	5,313,959	5,984,171	667,795	12.6%
State Funding	170,427	477,494	770,153	730,745	770,745	592	0.1%
Federal Funding	6,287,950	6,027,495	6,544,835	6,544,835	7,934,652	1,389,817	21.2%
Svc Imp- Federal Funding		586,754	1,490,036	1,400,603	478,811	(1,011,225)	-67.9%
Total Base Bus Budget	*13,621,284*	*15,055,246*	*18,041,747*	*17,361,300*	*18,894,450*	852,703	4.7%
Surplus/(Deficit)	**95,592**	**(227,076)**	**(103,658)**	**249,085**	**(63,205)**	**40,452**	

TRANSIT OPERATIONS DEPARTMENT

Overview and Staffing
The mission of the Transit Operations Department is to deliver safe and effective transit service on a daily basis in accordance with Metro's published routes and schedules and provide an excellent rider experience across all touchpoints.

- Transit Operations – deliver safe and effective bus operations on a daily basis in accordance with Metro's published routes and schedules while providing an excellent rider experience.
- Safety-Training – effectively train and prepare new Bus Operators and manage Metro's agency safety plan.

The Operations Department includes the following full-time equivalent (FTE) positions and number of employees. Several positions have been reclassified out of the Operations Department for 2026; Information Technology will be reported as a separate department budget. Additionally, Customer Service has been moved to the Planning and Marketing Department budget. The Safety and Training Manager position has been reclassified as the Assistant Transit Operations Manager and finally, two new positions are being requested, a Training Supervisor and a Scheduler/Data Analyst.

The Training Supervisor will perform the majority of the "hands on" new and refresher Bus Operator training. The Assistant Transit Operations Manager will provide support for the Transit Operations Manager in the areas of; dispatch oversight, operations, ITS systems and safety. This position is budgeted for the full year in 2026.

The Scheduler/Data Analyst position will primarily gather data and provide reports on a variety of KPIs. This position will make recommendations for schedule adjustments to improve on-time performance and will produce Metro's operator and customer facing schedules. This position is budgeted for ½ year in 2026.

Table 4: Transit Operations Department Staffing

Staffing	2023	2024	2025	2026		
Transit Operations Manager	1.00	1.00	1.00	1.00	0.00	
Transit Operations Assistant Manager				1.00	1.00	**Reclassification*
Safety and Training Manager	1.00	1.00	1.00	0.00	-1.00	**Reclassification*
Training Supervisor				1.00	1.00	***Additional Position**
Scheduler/Data Analyst	0.00	0.00	0.00	1.00	1.00	***Additional Position**
Dispatcher	4.00	4.00	4.00	4.00	0.00	
Bus Operators	63.00	75.00	84.00	80.50	-3.50	
Operations Assistant	1.00	1.00	1.00	1.00	0.00	
Shuttle Driver	1.00	3.00	3.00	3.00	0.00	
Customer Service Manager	1.00	1.00	1.00	0.00	-1.00	** Moved to Planning/Marketing*
Customer Service Representative	2.00	2.00	2.00	0.00	-2.00	** Moved to Planning/Marketing*
IT Manager	1.00	1.00	1.00	0.00	-1.00	** Moved to IT Department*
Totals	**75.00**	**89.00**	**98.00**	**92.50**	**-5.50**	

***Staffing is based on total position count, not amount budgeted.**

Table 5: Transit Operations Department Budget

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Wages								
Regular Wages	4,545,926	5,025,804	6,092,300	5,646,087	6,153,964	61,664	1.0%	1
New Positions		**-**	**-**	**-**	**43,987**	**43,987**	100.0%	2
Overtime - Operations	504,636	544,757	641,417	696,621	710,154	68,737	10.7%	3
Add'l Pay (PTO payout, Hlth opt out)	35,509	54,606	72,618	52,438	78,120	5,502	7.6%	
Holiday Pay - Worked	100,244	123,060	138,424	145,627	149,995	11,572	8.4%	4
Wages	**5,186,316**	**5,748,227**	**6,944,759**	**6,540,773**	**7,136,221**	**191,462**	**2.8%**	
Benefits								
FICA/FMLA	391,936	438,594	570,516	526,468	575,037	4,521	0.8%	
Health Ins	1,033,410	1,219,143	1,517,434	1,423,674	1,634,508	117,074	7.7%	5
HRA Payments	72,773	85,114	85,000	73,176	75,335	(9,665)	-11.4%	6
Dental Insurance	45,282	45,563	56,122	50,640	56,296	173	0.3%	
Disability Insurance	41,049	46,564	58,232	53,631	38,637	(19,595)	-33.6%	7
Life Insurance	1,651	2,066	2,065	2,117	2,117	52	2.5%	
Workers Comp	165,008	179,662	152,503	167,503	193,927	41,424	27.2%	8
Unemployment	-	12,207	15,000	774	5,000	(10,000)	-66.7%	9
Vision	2,011	2,029	2,355	2,341	2,128	(227)	-9.6%	*
Retirement	320,702	347,659	445,865	413,929	426,653	(19,212)	-4.3%	
New Positions	**-**	**-**	**-**	**-**	**17,659**	**17,659**	100.0%	10
Uniforms/Reimbursements	28,579	16,792	33,892	15,783	20,592	(13,300)	-39.2%	*
Benefits	**2,102,401**	**2,395,393**	**2,938,985**	**2,730,037**	**3,047,890**	**108,905**	**3.7%**	
Total Wages & Benefits	**7,288,717**	**8,143,621**	**9,883,744**	**9,270,810**	**10,184,110**	**300,367**		

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 Balance	%	
Services and Fees								
Temporary Help	-	-	-	-	-	-	0.0%	
Technology Services					-	-	0.0%	
Other Contracted Services	88,964	99,472	107,500	88,946	112,500	5,000	4.7%	
Services and Fees	**88,964**	**99,472**	**107,500**	**88,946**	**112,500**	**5,000**	**4.7%**	
Supplies & Equipment								
Transportation Supplies	6,606	1,086	6,500	4,135	7,000	500	7.7%	
It Supplies	0	(0)	-	-	-	-	0.0%	
Fare Media	19,950	21,498	15,000	15,000	-	(15,000)	-100.0%	*
Minor Equipment	1,666	(0)	2,000	1,000	1,500	(500)	-25.0%	11
Supplies and Equipment	**28,223**	**22,583**	**23,500**	**20,135**	**8,500**	**(15,000)**	**-63.8%**	
Utilities								
Phone/Cell/Internet- AVL	-	-	-	-	-	-	0.0%	
Phone/Cell/Internet	1,684	1,959	1,920	2,294	1,920	-	0.0%	
Utilities	**1,684**	**1,959**	**1,920**	**2,294**	**1,920**	**-**	**0.0%**	
Miscellaneous Expenses								
Conferences and Travel	110	1,796	4,000	2,085	6,000	2,000	50.0%	12
Miscellanous Expenses	**110**	**1,796**	**4,000**	**2,085**	**6,000**	**2,000**	**50.0%**	
Total Non-Personnel Expenses	**118,981**	**125,810**	**136,920**	**113,460**	**128,920**	**(8,000)**	**-5.8%**	
Total Base Bus Budget	**7,407,698**	**8,269,431**	**10,020,664**	**9,384,270**	**10,313,030**	**292,367**	**2.9%**	

Reclassifications*

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (3% Jan 1, 2% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating the same COLA for non-union staff. After evaluation of revenue hours and staffing requirements, staff determined the Bus Operator position count could be reduced by 3. This results in significant savings in wages and benefits from the 1st draft budget presented.
2	New Positions- Wages	This amount reflects the request for two new positions. One, full year, Training Supervisor, and one, ½ year Scheduler/Data Analyst.
3	Overtime	Overtime increase is related to the 3% COLA as required by the CBA. Additionally, this includes an addition of Overtime expected for Micro Transit drivers.
4	Holiday Pay	Increase is related to COLA as required by the CBA. Additionally, 2025 projection estimates to be slightly over budget on this line, so increase is based on 2025 projection and not 2025 budget.
5	Health Insurance	Health Insurance is estimated at an increase of 10% over 2025 budgeted amount. Reviewing current invoicing for Health Insurance, staff has increased the requested amount for 2025, and estimate a yearly premium increase of 10%.
6	HRA Payments	Historically, HRA payments were budgeted fully in Operations, as this department carried the majority of the expenses, and allocated to the departments based on actual expenditures. For 2026, we are budgeting an amount for each department. For 2026, Operations is showing a slight decrease, but this is based on the allocation to other departments. Overall, HRA Payments requested increase is about 20%, which is based on historical usage and added staff.
7	Disability Insurance	Metro's broker for Disability Insurance was able to negotiate a rate reduction on STD benefits only, which is contributed to the addition of MEPFML benefits, starting in 2026. The Oct 2025 renewal includes a decrease in the STD rate, and no change in the rate for LTD benefits. Reviewing the renewal for Disability Insurance, staff were able to estimate additional savings related to the rate decrease contributed to MEPFML beginning in 2026.
8	Workers Compensation	Workers Compensation expenditures have historically averaged around 2.75% of wages. Staff are using this as an estimate, and will update once initial discussions for 2026 policy renewals begin. Staff have lowered the estimated expense related to Workers Compensation using 2025 as a benchmark and a favorable claims experience rating for 2025.
9	Unemployment	Metro is self-insured for unemployment benefits, therefore, only has expenditures when claims are filed. So far, 2025 has been minimal. Staff have adjusted the budget request downward based on 2025 actuals.
10	New Positions- Benefits	This amount reflects an estimate of benefit expenditures for new positions. Staff are using 45% of wages as an estimate, which is in line with actual overall benefit costs related to wages.
11	Minor Equipment	Staff have adjusted this request downward, based on historical usage.
12	Conference and Travel	Increased based on need for additional training for Operations staff and managers

INFORMATION TECHNOLOGY DEPARTMENT

Overview and Staffing

The mission of the Information Technology Department is to provide secure, reliable, and innovative technology solutions that support Metro's operations, enhance the rider experience, and safeguard agency data and systems. The department ensures the availability and integrity of critical technology infrastructure, applications, and digital services.

- **Systems & Infrastructure** – Maintain Metro's hardware, software, and network infrastructure to ensure availability, operability, and business continuity.
- **Cybersecurity** – Protect agency systems, data, and digital assets through proactive monitoring, risk management, and compliance with security standards.
- **Application Support** – Manage, update, and support agency business systems, including financial, operational, and customer-facing platforms.
- **Innovation & Data** – Advance technology initiatives, data management, and analytics to improve decision-making, service delivery, and rider experience.

The Information Technology Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 6: Information Technology Department Staffing

Staffing	2023	2024	2025	2026	
IT Manager	1.00	1.00	1.00	1.00	0.00
Totals	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**

***Staffing is based on total position count, not amount budgeted.**

Table 7: Information Technology Department Budget

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	NOTES
Wages								
Regular Wages	72,857	71,565	80,882	78,573	87,524	6,642	8.2%	1
New Positions						-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)						-	0.0%	
Holiday Pay - Worked						-	0.0%	
Wages	**72,857**	**71,565**	**80,882**	**78,573**	**87,524**	**6,642**	**8.2%**	
Benefits								
FICA/FMLA	4,723	4,640	6,592	6,083	7,133	541	8.2%	
Health Ins	13,583	13,343	17,794	14,482	20,454	2,660	14.9%	2
HRA Payments	-	-	-	1,200	1,500	1,500	100.0%	3
Dental Insurance	617	606	809	658	704	(104)	-12.9%	
Disability Insurance	600	600	600	543	483	(117)	-19.4%	4
Life Insurance						-	0.0%	
Workers Comp	126	126	126	126	146	20	15.8%	5
Vision	30	30	30	30	27	(3)	-11.2%	
Retirement	4,736	4,652	5,257	4,881	5,339	82	1.6%	
New Positions						-	0.0%	
Benefits	**24,416**	**23,996**	**31,208**	**28,003**	**35,786**	**4,578**	**14.7%**	
Total Wages & Benefits	**97,273**	**95,561**	**112,090**	**106,576**	**123,310**	**11,220**		

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 Balance	%	
Services and Fees								
Technology Services	187,036	188,456	174,819	175,503	266,257	91,438	52.3%	6
Other Contracted Services						-	0.0%	
Services and Fees	**187,036**	**188,456**	**174,819**	**175,503**	**266,257**	**91,438**	**52.3%**	
Supplies & Equipment								
It Supplies	677	2,515	1,120	1,500	2,500	1,380	123.2%	7
Minor Equipment	7,326	8,364	3,600	7,500	5,000	1,400	38.9%	8
Supplies and Equipment	**8,003**	**10,879**	**4,720**	**9,000**	**7,500**	**2,780**	**58.9%**	
Utilities								
Phone/Cell/Internet	61,961	68,248	74,736	68,524	67,364	(7,372)	-9.9%	
Utilities	**61,961**	**68,248**	**74,736**	**68,524**	**67,364**	**(7,372)**	**-9.9%**	
Miscellaneous Expenses								
Conferences and Travel						-	0.0%	
Miscellanous Expenses	**-**	**-**	**-**	**-**	**-**	**-**	**0.0%**	
Total Non-Personnel Expenses	**257,000**	**267,583**	**254,275**	**253,027**	**341,121**	**86,846**	**34.2%**	
Total Base Bus Budget	**354,272**	**363,144**	**366,365**	**359,603**	**464,431**	**98,066**	**26.8%**	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (3% Jan 1, 2% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating the same COLA for non-union staff.
2	Health Insurance	Health Insurance is estimated at an increase of 11% over 2025 budgeted amount. Reviewing current invoicing for Health Insurance, staff has increased the requested amount for 2025, and estimate a yearly premium increase of 10%.
3	HRA Payments	Historically, HRA payments were budgeted fully in Operations, as this department carried the majority of the expenses, and allocated to the departments based on actual expenditures. For 2026, we are budgeting an amount for each department. Overall, HRA Payments requested increase is about 20%, which is based on historical usage and added staff.

Note #	Line Item	Explanation
4	Disability Insurance	Metro's broker for Disability Insurance was able to negotiate a rate reduction on STD benefits only, which is contributed to the addition of MEPFML benefits, starting in 2026. The Oct 2025 renewal includes a decrease in the STD rate, and no change in the rate for LTD benefits. Reviewing the renewal for Disability Insurance, staff were able to estimate additional savings related to the rate decrease contributed to MEPFML beginning in 2026.
5	Workers Compensation	Workers Compensation expenditures have historically averaged around 2.75% of wages. Staff are using this as an estimate, and will update once initial discussions for 2025 policy renewals begin. Staff have lowered the estimated expense related to Workers Compensation using 2025 as a benchmark and a favorable claims experience rating for 2025.
6	Technology Services	This line reflects all of Metro's Technology Services agreements and miscellaneous technology fees. Table 8 provides the detail of the items covered by this line. The increase is attributed mostly to new SaaS agreements for CAD/AVL, Timekeeping and microtransit. SaaS fees related to Equans (AVL) and Spare (Microtransit) have been moved to the CIP to apply Mobility funding with a lower local match requirement.
7	IT Supplies	Includes items like keyboards, mice, wires, etc. Increase is related to anticipation of replacements of aging equipment, along with normal equipment failure replacements.
8	Minor Equipment	Includes items like replacement monitors, docks, etc. Increase is related to anticipation of replacements of aging equipment. Due to award of MDOT Discretionary funding for computer replacements, request for this line has been reduced.

Table 8: Technology Services Detail

Technology Services- SaaS Agreements		
Provider	**Service**	**Amount (annual)**
Equans	CAD/AVL	CIP
Optibus	Schd/Timekeeping	64,310
Tyler/Munis	Financials/HRIS/Payroll/Purchasing	87,907
ClearGov	Budgeting Software	5,354
Macola	Inventory	2,187
Colbi Technologies	Secure Bidding	2,500
Planetaria	Website	6,250
Spare	Micro App	CIP
ChargePoint	Electric Bus	3,744
Samsara	Maint/Fleet Tracking Tool	1,661
Remix	Planning	18,648
		192,562

Technology Services- Misc		
Provider	**Service**	**Amount (annual)**
Seacoast Security	Door Access Control/Camera System	6,740
CDW	Cradlepoint License	9,015
Avenu HRS	Unclaimed Property Submission	450
Warp & Weft	DiriGO Website Hosting	828
Constant Contact	Newsletter/Email	785
Canva	Design	120
PC Rescue	Contracted Service	2,400
Snipe-It	IT Tools	480
Zendesk	IT Ticketing System	500
Screenly	IT Tools	960
Anydesk	IT Tools	1,000
Ubiquiti	IT Tools	100
Ninjio Tech	Training Tool	1,500
Secure Fax	Secure Fax for HR	264
Adobe	PDF Tool	7,100
Google	Workspace/Voice	16,560
Google	Domain&Device Consultant	15,000
Zoom	Board and Committee Meetings	4,823
Misc	Misc Support (software/tech/camera)	5,070
		73,695

FLEET & FACILITIES MAINTENANCE

Overview and Staffing

The mission of the Fleet and Facilities Maintenance Department is to maintain the agency's physical assets in a state of good repair and ensure availability to deliver and support safe and effective transit services. This department maintains 49 transit buses, 10 support vehicles, 3 facilities and 500+ bus stops including 50+ bus shelters and other amenities. The following two divisions make up this department:

- Fleet Maintenance – deliver safe and effective bus operations on a daily basis in accordance with Metro's published routes and schedules while providing an excellent rider experience.
- Facilities Maintenance – effectively train and prepare new Bus Operators and manage Metro's agency safety plan.

The Fleet-Facilities Maintenance Department includes the following full-time equivalent (FTE) positions and number of employees. An additional full-time Mechanic is requested for ½ year 2026, which also assumes elimination of the part-time Mechanic at ½ year.

Table 9: Maintenance Department Staffing

Staffing	2023	2024	2025	2026		
Maintenance Manager	1.00	1.00	1.00	1.00	-	
Master Technician	-	-	-	-	-	
Technician	1.00	1.00	1.00	3.00	2.00	
Mechanic II (1 PT Employee)	5.00	5.50	5.50	4.00	(1.50)	*Net Add of .5 Position
Mechanic I	1.00	1.00	1.00	1.00	-	
Fleet Care	4.00	4.00	4.00	4.00	-	
Building Maintenance	1.00	1.00	1.00	1.00	-	
Bus Cleaner	1.00	1.00	1.00	1.00	-	
Totals	14.00	14.50	14.50	15.00	0.50	

***Staffing is based on total position count, not amount budgeted.**

Table 10: Maintenance Department Budget

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Wages								
Regular Wages	1,008,634	1,073,640	1,218,787	1,112,397	1,274,132	55,345	4.5%	1
New Positions					19,496	19,496	100.0%	2
Overtime - Maintenance	49,082	38,739	52,269	71,400	82,803	30,533	58.4%	3
Add'l Pay (PTO payout, Hlth opt out)	7,052	6,084	16,500	15,750	20,823	4,323	26.2%	
Holiday Pay - Worked	19,161	25,958	24,889	23,486	24,191	(698)	-2.8%	
Wages	**1,083,929**	**1,144,421**	**1,312,445**	**1,223,033**	**1,421,444**	**108,999**	**8.3%**	
Benefits								
FICA/FMLA	79,514	91,382	110,851	102,292	115,457	4,606	4.2%	
Health Ins	249,070	260,546	260,776	300,704	318,735	57,960	22.2%	4
HRA Payments	7,283	7,110	-	16,855	17,698	17,698	100.0%	5
Dental Insurance	9,845	9,875	9,778	10,582	10,978	1,199	12.3%	
Disability Insurance	10,095	10,469	10,449	11,499	7,534	(2,915)	-27.9%	6
Life Insurance	114	184	-	64	64	64	0.0%	
Workers Comp	30,408	29,356	22,992	22,992	26,619	3,627	15.8%	7
Unemployment	-	-	-	-	-	-	0.0%	
Vision	472	396	431	433	415	(16)	-3.7%	
Retirement	45,018	47,663	87,008	80,776	83,199	(3,809)	-4.4%	
New Positions	-	-	-	-	8,773	8,773	100.0%	8
Uniforms	6,462	10,559	9,950	6,520	8,450	(1,500)	-15.1%	
Benefits	**438,282**	**467,539**	**512,236**	**552,719**	**597,923**	**85,687**	**16.7%**	
Total Wages & Benefits	**1,522,211**	**1,611,960**	**1,824,681**	**1,775,752**	**2,019,367**	**194,686**	**10.7%**	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (3% Jan 1, 2% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating the same COLA for non-union staff.
2	New Positions- Wages	This amount reflects the request for one new position. One, ½ year Mechanic II, and also assuming removal of the one Part-time Mechanic II position.
3	Overtime	Increase in Overtime is related to staffing coverage of long-term absences. 2025 amounts are projected to be over budget for same reasons. Estimated request for Maintenance OT was reduced.
4	Health Insurance	Health Insurance is estimated at an increase of 11% over 2025 budgeted amount. Reviewing current invoicing for Health Insurance, staff has increased the requested amount for 2025, and estimate a yearly premium increase of 10%.
5	HRA Payments	Historically, HRA payments were budgeted fully in Operations, as this department carried the majority of the expenses, and allocated to the departments based on actual expenditures. For 2026, we are budgeting an amount for each department. Overall, HRA Payments requested increase is about 20%, which is based on historical usage and added staff.
6	Disability Insurance	Metro's broker for Disability Insurance was able to negotiate a rate reduction on STD benefits only, which is contributed to the addition of MEPFML benefits, starting in 2026. The Oct 2025 renewal includes a decrease in the STD rate, and no change in the rate for LTD benefits. Reviewing the renewal for Disability Insurance, staff were able to estimate additional savings related to the rate decrease contributed to MEPFML beginning in 2026.
7	Workers Compensation	Workers Compensation expenditures have historically averaged around 2.75% of wages. Staff are using this as an estimate, and will update once initial discussions for 2025 policy renewals begin. Staff have lowered the estimated expense related to Workers Compensation using 2025 as a benchmark and a favorable claims experience rating for 2025.
8	New Positions- Benefits	This amount reflects an estimate of benefit expenditures for new positions. Staff are using 45% of wages as an estimate, which is in line with actual overall benefit costs related to wages.

Table 11: Department Budgets- Maintenance, continued

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 Balance	%	
Services and Fees								
Arch & Engineer Fees	-	-	5,000	2,500	2,500	(2,500)	-50.0%	9
Temporary Help	-	-	-	-	-	-	0.0%	
Other Contracted Services	-	3,570	5,000	6,000	6,000	1,000	20.0%	10
Maint Software	2,690	9,132	7,744	7,744	13,000	5,256	67.9%	11
Maintenance Services	204,274	210,475	299,125	318,478	304,125	5,000	1.7%	
Snow Plowing/Removal	2,675	-	9,900	6,113	9,900	-	0.0%	
Custodial Services	46,697	47,069	48,131	48,311	48,881	750	1.6%	
Services and Fees	**256,336**	**270,246**	**374,900**	**389,145**	**384,406**	**9,506**	**2.5%**	
Fuel-Fluids-Tires- Non-Revenue Vehicles								
CNG Fuel	91,032	61,884	95,000	89,966	95,000	-	0.0%	
Diesel Fuel	484,297	723,877	1,049,755	900,000	850,000	(199,755)	-19.0%	12
Gasoline			5,500	11,637	15,000	9,500	172.7%	13
Greases and Fluids	60,945	86,517	98,550	98,550	100,200	1,650	1.7%	
Electricity as a Fuel	14,219	13,778	16,000	12,508	14,000	(2,000)	-12.5%	14
Tires and Tubes	66,209	71,694	94,279	94,279	107,500	13,221	14.0%	15
Fuel-Fluids-Tires- Non-Revenue Vehicl	**716,703**	**957,750**	**1,359,084**	**1,206,939**	**1,181,700**	**(177,384)**	**-13.1%**	
Supplies & Equipment								
Servicing/Fueling Supplies	4,902	4,994	5,000	6,000	6,500	1,500	30.0%	16
Shop Supplies	30,346	29,758	36,050	28,207	36,000	(50)	-0.1%	
Shelter Supplies	1,793	4,375	14,750	20,846	14,750	-	0.0%	
Building Supplies	30,577	27,048	36,750	25,744	30,000	(6,750)	-18.4%	17
Parts	300,481	320,218	382,950	426,922	435,000	52,050	13.6%	
Minor Equipment	6,868	6,112	8,000	3,500	10,000	2,000	25.0%	18
Veh Ops- Other Supplies	5,142	3,639	5,000	3,500	3,500	(1,500)	-30.0%	19
Supplies and Equipment	**380,108**	**396,144**	**488,500**	**514,719**	**535,750**	**47,250**	**9.7%**	
Utilities								
Phone/Cell/Internet	481	483	480	214	480	-	0.0%	
Utilities	**481**	**483**	**480**	**214**	**480**	**-**	**0.0%**	
Miscellaneous Expenses								
Liscenses and Permits	202	173	1,000	1,000	1,000	-	0.0%	
Miscellanous Expenses	**202**	**173**	**1,000**	**1,000**	**1,000**	**-**	**0.0%**	
Total Non-Personnel Expenses	**1,353,831**	**1,624,796**	**2,223,964**	**2,112,016**	**2,103,336**	**(120,628)**	**-5.4%**	
Total Base Bus Budget	**2,876,042**	**3,236,757**	**4,048,646**	**3,887,768**	**4,122,703**	**74,058**	**1.8%**	

Note #	Line Item	Explanation
9	Architecture & Engineering Services	Historically no expenses allocated to this line. Reduced slightly based on non-usage.
10	Other Contracted Services	Expenditures related to contract service for Maintenance staff training. Increased based on additional training sessions planned in 2026. Reduced additional training sessions planned for 2026.
11	Maintenance Software	Covers maintenance software licensing for Maintenance computers. Increase is related to inventory system addition for 2026,
12	Diesel Fuel	By purchasing diesel futures, Staff was able to secure a favorable rate for METRO's 25-26 diesel contract of $2.37/gal. The current contract will expire late summer of 2026, and will secure a new contract. Estimates for fuel purchases beyond contract expiration are currently estimated at an increased contract rate of $2.55/gal.
13	Gasoline	Increase of Gasoline for Micro Transit revenue vehicles. 2025 was estimated with no historical data, and is estimated to be over budget.

Note #	Line Item	Explanation
14	Electricity Fuel	Increase based on assumption of additional usage in 2026. Reduced usage assumption, and additional reduction related to NEB projects anticipated savings.
15	Tires and Tubes	Increase based on assumptions of price increases for 2026, as well as additional vehicle tires to purchase/maintain. Reduced request by $10k
16	Servicing & Fueling Supplies	2025 Projection estimates are over 2025 budgeted amount. Increase for 2026 based on this overage, and slight pricing increases.
17	Building Supplies	Decreased budget request for 2026 based on historical spending being under budgeted amounts.
18	Minor Equipment	Increased budget request based on anticipated need for additional small equipment for shop use.
19	Other Supplies	Decreased budget request for 2026 based on historical spending being under budgeted amounts.

PLANNING, MARKETING and CUSTOMER SERVICE

Overview and Staffing
The mission of the Planning, Marketing, and Customer Service Department is to ensure Metro's services remain responsive to community needs by planning future transit improvements, engaging riders and stakeholders, and providing clear, accessible information and assistance. The department advances Metro's visibility, ridership, and rider satisfaction through effective service planning, communications, and customer support.

- **Planning** – Develop and evaluate service plans, monitor system performance, and recommend improvements to ensure Metro's network remains efficient, effective, and aligned with community needs.
- **Marketing & Communications** – Promote Metro's services through strategic communications, branding, outreach, and public engagement to build awareness, grow ridership, and strengthen community connections.
- **Customer Service** – Provide fare media sales, trip planning assistance, and responsive support to riders, partners, and the public across multiple communication channels.

The Planning, Marketing and Customer Service Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 12: Planning, Marketing and Customer Service Staffing

Staffing	2023	2024	2025	2026		
Director of Transit Development	1.00	1.00	1.00	1.00	-	
Marketing Manager	1.00	1.00	1.00	1.00	-	
Customer Service Manager				1.00	1.00	*Moved from Operations
Customer Service Representative				2.00	2.00	*Moved from Operations
Totals	2.00	2.00	2.00	5.00	3.00	

***Staffing is based on total position count, not amount budgeted.**

Table 13: Planning, Marketing and Customer Service Department Budget

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Wages								
Regular Wages	193,172	203,851	213,619	199,632	372,761	159,142	74.5%	1
Overtime - Administration	-	-	-	-	3,000	3,000	100.0%	1
Add'l Pay (PTO payout, Hlth opt out)	-	-	-	-	11,000	11,000	0.0%	
Holiday Pay - Worked	-	-	-	-	-	-	0.0%	
Wages	**193,172**	**203,851**	**213,619**	**199,632**	**386,761**	**173,142**	**81.1%**	
Benefits								
FICA/FMLA	13,933	16,360	17,410	16,066	31,521	14,111	81.1%	1
Health Ins	46,038	39,946	42,445	38,698	90,383	47,938	112.9%	2
HRA Payments	5,692	3,400	-	22	23	23	100.0%	3
Dental Insurance	1,887	1,640	1,592	1,542	2,746	1,154	72.5%	1
Disability Insurance	1,430	1,792	1,977	3,306	2,136	159	8.1%	4
Life Insurance	-	-	-	-	-	-	0.0%	
Workers Comp	234	225	176	176	204	28	15.8%	5
Unemployment	-	-	-	-	-	-	0.0%	
Vision	53	45	74	73	118	44	59.1%	1
Retirement	14,376	16,262	15,111	14,028	23,592	8,482	56.1%	1
Uniforms					800	800	0.0%	
Benefits	**83,643**	**79,670**	**78,785**	**73,911**	**151,524**	**72,739**	**92.3%**	
Total Wages & Benefits	**276,815**	**283,521**	**292,404**	**273,543**	**538,285**	**245,881**	**84.1%**	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (3% Jan 1, 2% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating the same COLA for non-union staff. Additionally, Customer Service staff have been moved to the Planning and Marketing Department, accounting for the majority of the increase is wages seen here. There are several benefit lines that are showing significant increases based on this move as well.
2	Health Insurance	Health Insurance is estimated at an increase of 11% over 2025 budgeted amount. Reviewing current invoicing for Health Insurance, staff has increased the requested amount for 2025, and estimate a yearly premium increase of 10%.
3	HRA Payments	Historically, HRA payments were budgeted fully in Operations, as this department carried the majority of the expenses, and allocated to the departments based on actual expenditures. For 2026, we are budgeting an amount for each department. Overall, HRA Payments requested increase is about 20%, which is based on historical usage and added staff.
4	Disability Insurance	Metro's broker for Disability Insurance was able to negotiate a rate reduction on STD benefits only, which is contributed to the addition of MEPFML benefits, starting in 2026. The Oct 2025 renewal includes a decrease in the STD rate, and no change in the rate for LTD benefits. Reviewing the renewal for Disability Insurance, staff were able to estimate additional savings related to the rate decrease contributed to MEPFML beginning in 2026.
5	Workers Compensation	Workers Compensation expenditures have historically averaged around 2.75% of wages. Staff are using this as an estimate, and will update once initial discussions for 2025 policy renewals begin. Staff have lowered the estimated expense related to Workers Compensation using 2025 as a benchmark and a favorable claims experience rating for 2025.

Table 14: Planning, Marketing and Customer Service Department Budget, continued

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 Balance	2025 +/- %	Notes
Services and Fees								
Technology Services					-	-	0.0%	
Advertising	74,957	26,734	57,000	44,258	75,000	18,000	31.6%	
Other Contracted Services	42,924	9,465	56,450	61,835	26,000	(30,450)	-53.9%	5
Services and Fees	**117,881**	**36,199**	**113,450**	**106,093**	**101,000**	**(12,450)**	**-11.0%**	
Supplies & Equipment								
Fare Media					15,000	15,000	100.0%	6
Supplies Cust Rel	9,618	9,998	10,000	10,000	10,000	-	0.0%	
Supplies Promo	4,109	787	4,000	4,000	4,000	-	0.0%	7
Supplies and Equipment	**13,727**	**10,785**	**14,000**	**14,000**	**29,000**	**15,000**	**107.1%**	
Utilities								
Phone/Cell/Internet	972	956	960	907	1,440	480	50.0%	8
Utilities	**972**	**956**	**960**	**907**	**1,440**	**480**	**50.0%**	
Miscellaneous Expenses								
Dues, Subscriptions & Certifications	2,972	1,672	3,500	3,500	4,500	1,000	28.6%	9
Conferences and Travel	2,394	1,539	5,000	5,000	6,000	1,000	20.0%	10
Miscellanous Expenses	**5,366**	**3,211**	**8,500**	**8,500**	**10,500**	**2,000**	**23.5%**	
Total Non-Personnel Expenses	**137,946**	**51,151**	**136,910**	**129,500**	**141,940**	**5,030**	**3.7%**	
Total Base Bus Budget	**414,761**	**334,672**	**429,314**	**403,043**	**680,225**	**250,911**	**58.4%**	

Note #	Line Item	Explanation
5	Other Contracted Services	Increase is related to addition of $50,000 for on-call engineering support related to service expansions and bus stops. Removed increase of $50,000 for on-call engineering support. Added Fare Analysis request for $50,000 into the CIP.
6	Fare Media	This line was moved from Operations, along with other Customer Service expenditure lines. This amount reflects a small decrease from 2025. Adjusted request to keep flat for 2026, rather than decrease.
7	Supplies Promotion	Increased based on historical spending for supplies needed for promotion. Adjusted request to keep flat for 2026, rather than slight increase.
8	Phone/Cell/Internet	Increase is related to the addition of Customer Service staff members to this department.
9	Dues, Subscriptions and Certifications	Increase is related to the anticipation of increases in dues related to current memberships. Adjusted request to small increase 2026, $1k over 2025 amount.
10	Conferences and Travel	Increase is related to the addition of Customer Service staff members to this department, and additional conference attendance planned for 2026. Adjusted request to small increase 2026, $1k over 2025 amount.

ADMINISTRATION

Overview and Staffing

The mission of the Administration Department is to provide strategic leadership and essential business functions that ensure Metro operates effectively, responsibly, and in alignment with organizational goals. The department supports the District through financial stewardship, human resource management, and advocacy and executive leadership.

- **Finance** – Manage the District's financial resources through budgeting, accounting, reporting, grants administration, and long-term financial planning to ensure fiscal responsibility and sustainability.
- **Human Resources** – Recruit, retain, and support Metro's workforce through employee relations, benefits administration, professional development, and compliance with employment policies and regulations.
- **Executive Leadership** – Provide organizational leadership, oversight, and policy direction to advance Metro's mission, foster regional partnerships, and ensure accountability to the Board of Directors and the community.

The Administration Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 15: Administration Department Staffing

Staffing	2023	2024	2025	2026		
Executive Director	1.00	1.00	1.00	1.00	-	
Chief Transportation Officer	1.00	1.00	1.00	1.00	-	
Chief Financial Officer	1.00	1.00	1.00	1.00	-	
Finance Director	-	-	-	-	-	
Director of Gov. and Community Relations	-	1.00	1.00	1.00	-	
HR Director	-	-	-	-	-	
HR Manager	1.00	1.00	1.00	1.00	-	
Accounting Manager	1.00	1.00	1.00	1.00	-	
Procurement Manager	1.00	1.00	1.00	1.00	-	
Payroll Specialist	1.00	1.00	1.00	1.00	-	
Accounting Assistant	1.00	1.00	1.50	1.00	(0.50)	* Eliminated Position
HR Generalist	1.00	1.00	1.00	1.00	-	
Recruiting Specialist	-	0.50	0.50	0.50	-	
Administrative Assistant	1.00	1.00	1.00	1.00	-	
Cash Counting Assistant (2 PT Staff)	0.50	0.50	0.50	0.50	-	
Totals	10.50	12.00	12.50	12.00	(0.50)	

***Staffing is based on total position count, not amount budgeted.**

Table 16: Administration Department Budgets

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Wages								
Regular Wages	737,243	926,579	1,106,697	901,132	1,167,278	60,581	5%	1
Overtime - Administration	1,078	1,132	1,974	100	1,103	(871)	-44%	2
Add'l Pay (PTO payout, Hlth opt out)	994	-	1,500	5,500	8,000	6,500	433%	
Holiday Pay - Worked	-					-	0%	
Total Wages	**739,315**	**927,711**	**1,110,171**	**906,732**	**1,176,381**	**66,210**	**6%**	
Benefits								
FICA/FMLA	56,187	68,861	82,065	75,729	89,676	7,611	9%	
Health Ins	122,902	148,827	213,005	173,141	283,797	70,792	33%	3
HRA Payments	3,252	4,599	-	6,813	7,153	7,153	0%	
Dental Insurance	6,411	6,780	7,987	6,978	9,539	1,552	19%	
Disability Insurance	14,485	15,555	15,727	18,319	6,708	(9,018)	-57%	4
Life Insurance	31	16	361	-	-	(361)	-100%	
Workers Comp	6,296	6,078	4,760	4,760	5,511	751	16%	5
Unemployment	8,613	1,914	-	(1,595)	-	-	0%	
Vision	306	303	327	318	370	42	13%	
Retirement	62,549	74,320	73,304	68,053	74,079	775	1%	
Uniforms	27	254	500	-	-	(500)	-100%	
Total Benefits	**281,059**	**327,507**	**398,037**	**352,516**	**476,833**	**78,796**	**20%**	
Total Wages & Benefits	**1,020,374**	**1,255,218**	**1,508,207**	**1,259,248**	**1,653,214**	**145,007**	**10%**	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (3% Jan 1, 2% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating the same COLA for non-union staff.
2	Health Insurance	Health Insurance is estimated at an increase of 11% over 2025 budgeted amount. Reviewing current invoicing for Health Insurance, staff has increased the requested amount for 2025, and estimate a yearly premium increase of 10%.
3	HRA Payments	Historically, HRA payments were budgeted fully in Operations, as this department carried the majority of the expenses, and allocated to the departments based on actual expenditures. For 2026, we are budgeting an amount for each department. Overall, HRA Payments requested increase is about 20%, which is based on historical usage and added staff.
4	Disability Insurance	Metro's broker for Disability Insurance was able to negotiate a rate reduction on STD benefits only, which is contributed to the addition of MEPFML benefits, starting in 2026. The Oct 2025 renewal includes a decrease in the STD rate, and no change in the rate for LTD benefits. Reviewing the renewal for Disability Insurance, staff were able to estimate additional savings related to the rate decrease contributed to MEPFML beginning in 2026.
5	Workers Compensation	Workers Compensation expenditures have historically averaged around 2.75% of wages. Staff are using this as an estimate, and will update once initial discussions for 2025 policy renewals begin. Staff have lowered the estimated expense related to Workers Compensation using 2025 as a benchmark and a favorable claims experience rating for 2025.

Table 17: Department Budgets- Administration, continued

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 Balance	%	Notes
Services and Fees								
Tuition Reimbursement	1,500	960	6,000	960	6,000	-	0%	
Wellness Program	-	314	10,000	3,000	5,000	(5,000)	-50%	6
Legal Fees	74,384	177,754	80,000	75,051	83,000	3,000	4%	
Audit Fees	25,000	26,500	31,583	30,800	33,450	1,867	6%	
Temporary Help	82,182	4,674	50,400	88,832	-	(50,400)	-100%	7
Employment Services	13,402	10,581	19,500	15,782	22,000	2,500	13%	
Benefit Administration Fees	8,098	7,255	15,000	12,220	14,000	(1,000)	-7%	
Technology Services						-	0%	
Bank and CC Fees	20,971	38,300	37,933	54,478	76,531	38,598	102%	8
Advertising	31,654	48,059	35,500	42,301	37,500	2,000	6%	9
Postage	2,156	2,239	3,000	2,609	3,000	-	0%	
Other Contracted Services	14,461	77,215	30,000	13,640	14,500	(15,500)	-52%	10
Office Machines Maintenance	4,543	5,653	6,100	6,500	7,000	900	15%	
Miscellaneous Services	2,331	2,641	3,000	3,496	4,500	1,500	50%	11
Services and Fees	**280,681**	**402,144**	**328,016**	**349,669**	**306,481**	**(21,535)**	**-7%**	
Supplies & Equipment								
HR Supplies	-	60	2,500	1,000	2,500	-	0%	
Office Supplies	15,832	14,648	15,000	15,446	15,000	-	0%	12
Minor Equipment	3,231	1,502	4,000	2,500	4,000	-	0%	
Supplies and Equipment	**19,063**	**16,211**	**21,500**	**18,946**	**21,500**	**-**	**0%**	
Utilities								
Heating Fuel	146,979	93,540	133,210	120,000	115,000	(18,210)	-14%	
Electricity	114,597	108,206	140,415	150,000	160,000	19,585	14%	13
Water/Sewer/Stormwater	31,530	32,908	36,500	33,346	35,014	(1,486)	-4%	
Phone/Cell/Internet	1,241	2,408	2,880	2,062	3,360	480	17%	14
Utilities	**294,347**	**237,062**	**313,005**	**305,409**	**313,374**	**369**	**0%**	
Insurance								
Auto/Liability/Property Insurance	375,431	402,432	476,610	476,610	514,739	38,129	8%	15
Insurance	**375,431**	**402,432**	**476,610**	**476,610**	**514,739**	**38,129**	**8%**	
Miscellaneous Expenses								
Dues, Subscriptions & Certifications	25,247	36,781	37,894	36,678	43,315	5,421	14%	16
Conferences and Travel	11,947	9,827	19,100	12,259	22,736	3,636	19%	17
Meals and Hosting	12,530	20,639	15,000	15,000	15,000	-	0%	18
Miscellanous Expenses	**49,724**	**67,247**	**71,994**	**63,937**	**81,051**	**9,057**	**13%**	
Total Non-Personnel Expenses	**1,019,246**	**1,125,095**	**1,211,125**	**1,214,571**	**1,237,145**	**26,020**	**2%**	
Total Base Bus Budget	**2,039,620**	**2,380,313**	**2,719,333**	**2,473,819**	**2,890,359**	**171,026**	**6%**	

Note #	Line Item	Explanation
6	Wellness Program	The increase in this line item reflects increased usage of legal services related to personnel and contracting consultation. Staff estimates continued increased usage of legal services in 2025.
7	Temporary Help	Decreased as no known need for temporary help.
8	Bank and Credit Card Fees	Increased costs related to credit card processing fees for sales of fare media. Additional costs assumed related to open fare payments.
9	Advertising	Increased costs related to advertising for job postings. Staff continue to evaluate opportunities for effective alternate methods of advertising.
10	Other Contracted Services	2025 budget included costs associated with non-union compensation analysis, decreased as not needed in 2026.
11	Miscellaneous Services	Increased costs associated with shredding services added in 2025.

Note #	Line Item	Explanation
13	Electricity	2025 Projection estimates slightly over budget. Increase bases on 2025 projection and estimated price increases. Reduction related to NEB project anticipated savings.
14	Phone/Cell/Internet	Increase is related to added staff member.
15	Auto/Liability/Property Insurance	Increased by 8% bases on estimates received from Broker for 2026.
16	Dues, Subscriptions and Certifications	Increases are related to estimated increases in current dues, and added dues and memberships related to additional staff. Reduced assumptions on dues increased for 2026
17	Conferences and Travel	Increase is related to the additional staff members to this department, and additional conference attendance planned for 2026. Reduced request related to additional training.
8	Meals and Hosting	Increase is related to estimated pricing increases, as well as planned Board and Committee Meetings for 2026. Reduced to 2025 budget amounts.

CAPITAL AND RESERVES

Table 18: Base Bus Budget: Capital

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Debt Service								
Interest Expense Short Term	66,570	76,623	73,000	57,000	43,000	(30,000)	-41.1%	
Interest Expense Long Term	32,758	28,501	30,374	24,746	25,668	(4,705)	-15.5%	1
Debt Service Principal	199,150	199,150	199,150	199,150	199,150	-	0.0%	
Debt Service	**298,479**	**304,274**	**302,524**	**280,896**	**267,818**	**(34,705)**	**-11.5%**	
Capital & Reserves								
Contribution to Unrest Balance	-	-	45,000	45,000	20,000	(25,000)	-55.6%	2
GF Cap Outlay for Oth Cap Itms	125,960	345,100	213,560	213,560	199,089	(14,471)	-6.8%	3
GF Cap Outlay for Capital	13,621	34,366	-	64,256	-	-	0.0%	
Transfers	(4,761)	14,266	-	-	-	-	0.0%	
Capital & Reserves	**134,820**	**393,732**	**258,560**	**322,816**	**219,089**	**(39,471)**	**-15.3%**	
Total Base Bus Budget	**433,299**	**698,006**	**561,084**	**603,712**	**486,907**	**(74,176)**	**-13.2%**	

Note #	Line Item	Explanation
1	Long Term Interest	Interest expense related to Bond payments and interest due. Staff are also assuming a fall interest payment due on a new bond related to bus purchases in 2026.
2	Fund Balance Contribution	One of the goals approved with the 2025 Strategic Plan includes increasing Fund Balance to 16.6% of budgeted expenses. Increases contribution to work towards achieving that goal. Reduced to historical budgeted amount of $45,000. Further reduction to $20,000 to assist communities absorbing ARPA service improvement costs.
3	Capital Items	The 2026-2030 CIP is attached.

REVENUE

Table 19: Base Bus Budget: Revenue

SOURCES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Fare Revenue								
Passenger Fares	1,163,873	1,734,225	2,321,400	1,889,315	2,149,315	(172,085)	-7.4%	
Organization Paid Fares	864,741	606,169	693,004	608,185	669,004	(24,001)	-3.5%	
Organization Route Guarantees	105,000	330,167	364,105	428,685	461,653	97,548	26.8%	
Total Fare Revenue	**2,133,614**	**2,670,561**	**3,378,509**	**2,926,185**	**3,279,972**	**(98,538)**	**-2.9%**	**1**
Miscellaneous Revenue				452,324				
Advertising Revenue	243,637	236,907	322,338	243,600	243,600	(78,738)	-24.4%	2
Vehicle Maint Services	6,000	40,465	5,000	5,000	2,000	(3,000)	-60.0%	3
Sale of Fuel	4,137	50	-	372	-	-	0.0%	
Interest Income	150,889	152,185	110,000	110,662	110,000	-	0.0%	
Reimbusements of Auto Fare fees	15,861	17,463	19,000	6,315	5,000	(14,000)	-73.7%	4
Wellness Grant Reimbursements	210	1,300	3,500	-	3,500	-	0.0%	
Training Grant Reimbursements	150	3,918	2,000	-	2,000	-	0.0%	
Miscellaneous Income	29,143	93,832	15,000	4,024	5,000	(10,000)	-66.7%	5
Claims Recovery	44,696	102,151	65,000	75,000	75,000	10,000	15.4%	
Total Other Revenue	**494,723**	**648,270**	**541,838**	**444,973**	**446,100**	**(95,738)**	**-17.7%**	
Municipal Funding								
Non-Member Municipal Funding (Gorham)	35,000		-		-	-	0.0%	
Member Municipal Funding: Operations	4,374,571	4,299,570	5,102,816	5,100,399	5,785,082	682,266	13.4%	6
Municipal Funding: CIP Local Match	124,999	345,102	213,560	213,560	199,089	(14,471)	-6.8%	7
Municipal Funding: Svc Veh Local Match	-		-			-	0.0%	
Total Municipal Revenue	**4,534,570**	**4,644,672**	**5,316,376**	**5,313,959**	**5,984,171**	**667,795**	**12.6%**	
State Funding								
State Operating Subsidy	170,427	477,494	770,153	730,745	770,745	592	0.1%	8
Total State Revenue	**170,427**	**477,494**	**770,153**	**730,745**	**770,745**	**592**	**0.1%**	
Federal Funding								
Federal Operating Assistance	3,717,037	4,617,398	4,690,835	4,690,835	5,584,652	893,817	19.1%	9
Federal Operating Assistance- Prior Year			-		325,000	325,000	100.0%	10
TW Fed Operating Assistance	-		-			-	0.0%	
Federal Fuel Reimbursement		124,819	25,000	25,000	25,000	-	0.0%	
Federal Prev Maint Assistance	1,211,036	1,285,278	1,829,000	1,829,000	2,000,000	171,000	9.3%	11
Federal CARES Act	865,292		-			-	0.0%	
Federal ARPA	494,585	586,754	1,490,036	1,400,603	478,811	(1,011,225)	-67.9%	12
Total Federal Revenue	**6,287,950**	**6,614,249**	**8,034,871**	**7,945,438**	**8,413,463**	**378,592**	4.7%	
						-		
Total Revenue	**$ 13,621,284**	**$ 15,055,246**	**$ 18,041,747**	**$ 17,361,300**	**$ 18,894,450**	**$ 852,703**	4.7%	

Note #	Line Item	Explanation
1	Fare Revenue	Fare revenue for 2025 is projected to be under budget. With ridership trending downward so far in 2025, staff have held fare revenue estimates for 2026 at 2025 projected levels, while continuing analysis of these trends. Organization route guarantees are increased from 2025 based on the contract with USM and the addition of BIW. Slight increase anticipated related to ridership growth and fare increase in Q3 of 2026.
2	Advertising	Advertising revenue is projected to be under budget for 2025. Staff are meeting with Metro's advertising vendor ATA Outdoor in the coming weeks to discuss 2025 projections and estimates for 2026. Slight increase after discussion with ATA Outdoor.
3	Vehicle Maintenance Services	Staff are reducing revenue estimated related to sales of maintenance services based on historical downward trends on this revenue item.
4	Reimbursements for Auto Fare Fees	Reimbursements of Autofare fees is being adjusted downward. For 2025, the estimate included South Portland in error, which is being corrected for 2026.

Note #	Line Item	Explanation
5	Miscellaneous Income	Misc income estimates reduced based on 2025 projection, which is expected to hold for 2026 budget year.
6	Member Mun. Funding	Amount reflects the local funding from member municipalities to support planned programs and operations in FY 2026. 2026 increase of 13.4% in operating support is in large part due to limited ARPA funding available for implemented service improvements in 2026.
7	Municipal Funding (CIP)	Amount reflects a 6.8% decrease in municipal funding needed to implement the FY 2026-2030 CIP. The CIP is attached.
8	State Funding	State funding for operations remains unchanged from 2025 to 2026. In 2025, there was a small amount of additional funding allocated to operating related to the South Portland Bus Service merger costs that is not recurring for 2026, therefore, showing a small decrease. Additional funding awarded from MDOT Discretionary grant for Marketing Open Fare Payments.
9	Federal 5307 (Operating)	Amount reflects a 2% increase in Federal 5307 formula funding for operations for FY 2026. Reallocation of $500,000 from PM funding to Operating, as well as an additional $300,000 in Federal Operating funding that staff anticipates receiving through PACTS formula funding allocation.
10	Federal 5307 (Operating- Prior Year)	Amount of anticipated "carry-forward" funding to be applied to ARPA service improvement routes as one-year assistance to step into the larger local contribution as a result of ARPA funding being fully spent down in 2026.
11	Federal 5307 (Preventative Maintenance)	Staff are proposing a higher allocation of 5307 preventative maintenance funding for 2026. This funding source requires a 20% match vs. a 50% match for operating funds, and there are adequate expenditures to support this amount of request.
12	Federal ARPA (Service Improvements)	Estimates ARPA Act funding remaining for FY 2026 service improvements to be about a ¼ year.

MUNICIPAL ASSESSMENTS

The table below lists local funding needed per municipality and adds in the local funding associated with the agency's property lease. Both of these cost elements impact local assessments. ADA paratransit costs do not impact the local assessment. These costs are ridership driven, so municipalities are billed monthly for 20% of the cost of these trips.

Table 20: 2026 Municipal Assessments- Cost Allocation

Municipality	FY 2025 Actual	FY 2026 Lease	FY 2026 Debt Service	FY 2026 Fixed	FY 2026 Variable	FY 2026 Total	Change %	Change $
Brunswick	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Falmouth	$ 233,457	$ 4,981	$ 16,241	$ 27,565	$ 273,487	$ 322,274	38.0%	$ 88,817
Freeport	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Gorham	$ 127,356	$ -	$ 1,695	$ 26,777	$ 100,408	$ 128,880	1.2%	$ 1,524
Portland	$ 2,999,507	$ 69,222	$ 197,364	$ 438,445	$ 2,893,349	$ 3,598,380	20.0%	$ 598,873
South Portland	$ 700,000	$ -	$ 4,618	$ 76,984	$ 647,779	$ 729,381	4.2%	$ 29,381
Westbrook	$ 995,466	$ 18,146	$ 39,330	$ 104,191	$ 746,998	$ 908,665	-8.7%	$ (86,801)
Yarmouth	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Annual Total	**$ 5,410,089**	**$ 98,052**	**$ 267,818**	**$ 719,150**	**$ 4,997,200**	**$ 6,082,220**	12.4%	$ 672,131

Metro's revised cost and revenue allocation method, approved for the 2024 budget, resulted in increased local funding requirements for Brunswick, Freeport, Westbrook, and Yarmouth. Portland was similarly affected, though impacts were offset by other funding adjustments.

These increases stem from several factors, including the drawdown of "pilot" funds, reduced fare revenue due to the pandemic, rising operating costs, changes in service levels, and the transition to larger buses on the Breez Line.

To ease these impacts, the Board approved one-time bridge funding in 2024 using surplus FY 2023 federal funds—$37,000 for each Breez municipality ($148,000 total) and $168,000 for Westbrook. The 2025 assessments do not include bridge funding, resulting in higher increases.

Metro's member communities are facing a similar challenge as the ARPA funds are now fully expended and staff are proposing comparable bridge funding measures to ease the burden of stepping into larger local contributions.

ADA PARATRANSIT

Table 21: ADA Paratransit Budget

USES OF FUNDS	2023 Actual	2024 Actual	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
ADA Paratransit								
Contracted Services	$ 458,106	$ 410,475	$ 615,000	$ 648,870	$ 698,340	$ 83,340	13.6%	1
Total ADA Paratransit Service	**458,106**	**410,475**	**615,000**	**648,870**	**698,340**	**83,340**	**13.6%**	
Total Expenditures	**458,106**	**410,475**	**615,000**	**648,870**	**698,340**	**83,340**	**13.6%**	

SOURCES OF FUNDS	2023 Actual	2024 Projection	2025 Final Request	2025 Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Municipal Funding								
Municipal Funding	89,339	81,764	123,000	129,774	139,668	16,668	13.6%	2
Total Municipal Funding	**89,339**	**81,764**	**123,000**	**129,774**	**139,668**	**16,668**	**13.6%**	
Federal Funding								
FTA Section 5307	346,387	328,380	492,000	492,000	558,672	66,672	13.6%	3
Total Federal	**346,387**	**328,380**	**492,000**	**492,000**	**558,672**	**66,672**	**13.6%**	
Total Revenue	**435,726**	**410,144**	**615,000**	**621,774**	**698,340**	**83,340**	**13.6%**	
Surplus/(Deficit)	**(22,380)**	**(331)**	**-**	**(27,096)**	**-**	**-**		

Note #	Line Item	Explanation
1	Contracted Serv.	Metro has a contract with the Regional Transportation Program (RTP) to provide complementary ADA Paratransit services. Metro's cost is based on a negotiated net cost per trip boardings, which was increased in 2025 and contracted to increase in 2026. Ridership has been increasing in 2025. For FY 2026, staff are assuming ridership continues to increase.
2	Mun. Funding	Municipalities are billed directly for 20% of the actual cost of ADA paratransit trips that originate in their jurisdictions.
3	Federal Funding (5307)	Metro receives federal funding to cover 80% of the cost of ADA paratransit.

Table 22: ADA Paratransit Ridership: 2022-2024

2023	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	12	12	18	14	15	15	9	11	21	16	20	26	189	1%
Gorham	18	13	17	20	23	20	19	25	21	30	19	17	242	1%
Portland	1,070	1,075	1,269	1,164	1,216	1,188	1,109	1,147	1,015	1,092	1,068	1,056	13,469	60%
South Portland	436	379	418	413	473	451	370	345	344	352	313	313	4,607	21%
Westbrook	307	302	394	324	331	310	326	336	329	321	295	305	3,880	17%
Total	**1,843**	**1,781**	**2,116**	**1,935**	**2,058**	**1,984**	**1,833**	**1,864**	**1,730**	**1,811**	**1,715**	**1,717**	**22,387**	**100%**

2024	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	20	23	25	17	18	10	16	17	19	17	17	15	214	1%
Gorham	18	23	24	18	19	19	18	14	27	27	20	18	245	1%
Portland	1,036	1,012	936	948	1,008	915	971	1,085	961	1,144	1,077	1,002	12,095	59%
South Portland	370	359	305	346	357	351	378	393	377	427	381	357	4,401	21%
Westbrook	255	249	287	269	341	275	320	329	315	317	306	299	3,562	17%
Total	**1,699**	**1,666**	**1,577**	**1,598**	**1,743**	**1,570**	**1,703**	**1,838**	**1,699**	**1,932**	**1,801**	**1,691**	**20,517**	**100%**

2025	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	15	11	24	21	17	15	18	15					136	1%
Gorham	25	17	30	37	41	39	32	39					260	2%
Portland	1,012	858	1,079	1,130	1,148	1,051	1,058	988					8,324	59%
South Portland	254	286	363	342	354	390	414	463					2,866	20%
Westbrook	266	223	322	326	349	289	361	389					2,525	18%
Total	**1,572**	**1,395**	**1,818**	**1,856**	**1,909**	**1,784**	**1,883**	**1,894**	**-**	**-**	**-**	**-**	**14,111**	**100%**

115 ST. JOHN'S Property

Table 23: 115 St. John's Street Property

USES OF FUNDS	2023 Actual	2024 Actual	2025-B Request	2025-P Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Services and Fees								
Arch/Eng Fees	-					-	0.0%	
Legal Fees	162					-	0.0%	
Property Management Fees- Broker, Cam, Etc	8,766		9,119	9,119	9,305	186	2.0%	
Maintenance Services- 115 St John St.	-					-	0.0%	
Snow Plowing/Removal- 115 St John St.	-					-	0.0%	
Supplies	-					-	0.0%	
Total Services and Fees	**8,928**	**-**	**9,119**	**9,119**	**9,305**	**186**	**2.0%**	**1**
Utiities								
Heating Fuel- 115 St. John St.	-					-	0.0%	
Electricity- 115 St. John St.	1,296					-	0.0%	
Water/Sewer/Stormwater- 115 St. John St.	870					-	0.0%	
Total Utilities	**2,166**	**-**	**-**	**-**	**-**	**-**	**0.0%**	**2**
Rental Fees								
Rental Fees	332,605	339,257	346,042	346,042	352,963	6,921	2.0%	
Property Taxes	37,288	39,151	42,230	42,230	45,702	3,472	8.2%	
Total Rental Fees	**369,893**	**378,408**	**388,272**	**388,272**	**398,665**	**10,393**	**2.7%**	**3**
CAM Charges								
Management Fees	13,308	78,031	13,842	13,842	14,119	277	2.0%	
General R&M	7,704		3,188	5,030	5,181	151	3.0%	
General Administration	48,051		-	53,738	53,788	1,510	2.9%	
Total CAM Charges	**69,063**	**78,031**	**17,030**	**72,610**	**73,088**	**1,938**	**2.7%**	**4**
Property Insurance								
Property Insurance- 115 St. John Street	18,972	20,579	21,347	23,358	18,452	(4,905)	-21.0%	
Total Insurance	**18,972**	**20,579**	**21,347**	**23,358**	**18,452**	**(4,905)**	**-21.0%**	**5**
Total Expenditures	**469,022**	**477,017**	**435,768**	**493,359**	**499,510**	**7,612**	**1.5%**	

SOURCES OF FUNDS	2023 Actual	2024 Actual	2025 Request	2025-P Projection	2026 Request	2025 +/- $	2025 +/- %	Notes
Other Revenue								
Reimbursements- Insurance	18,974		21,347	23,357	18,452	(4,905)	-21.0%	
Reimbursements- Taxes	40,182		42,230	42,230	45,702	3,472	8.2%	
Reimbursements- Maintenance and Repair	8,166			-		-	0.0%	
Management Fees	7,013		7,296	7,296	7,442	146	2.0%	
Rental of Property- 115 St. John's St.	175,321	252,785	182,404	182,404	186,052	3,648	2.0%	
Total Other Revenue	**249,656**	**252,785**	**253,277**	**255,287**	**257,649**	**2,361**	**0.9%**	**6**
Municipal Funding								
Municipal Assessment for Operating	93,862	94,244	96,130	96,132	98,052	1,920	2.0%	
Total Municipal Funding	**93,862**	**94,244**	**96,130**	**96,132**	**98,052**	**1,920**	**2.0%**	**7**
State Funding								
State Operating Subsidy	234,654	239,347	244,134	244,134	207,015	(37,121)	-15.2%	
Total State Funding	**234,654**	**239,347**	**244,134**	**244,134**	**207,015**	**(37,121)**	**-15.2%**	**8**
Total Revenue	**578,172**	**586,376**	**593,541**	**595,553**	**562,716**	**(32,840)**	**-5.5%**	
						-		
Surplus/(Deficit)	109,150	109,359	157,774	102,195	63,206	(40,452)	-39.0%	

Note #	Line Item	Explanation
1	Service-Fees	Anticipated services and maintenance expenses for building.
2	Utilities	Utilities have been transferred to sub-tenant upon occupancy in 2022.
3	Rental Fees	This figure represents the base lease cost and taxes for FY 2026.
4	CAM Charges	CAM fees received by NRR for 2026 budget year.
5	Insurance	Insurance amount from NRR for 2026 budget year.
6	Other Revenue	Anticipated revenue from sub-leasing entire building.
7	Mun. Funding	Municipal funding approved by the Board of Directors in July 2021.
8	State Funding	Funding committed to Metro by the Maine Department of Transportation. 15% decrease from 2025 funding amount. This is the last year of committed funding for this project from MDOT.

2026-2030 CAPITAL IMPROVEMENT PROGRAM

PROGRAM SUMMARY

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**5,030,986**	**635,460**	**11,060,998**	**12,990,809**	**30,751,693**	**706,759**	**1,419,487**
Federal (5307)	3,169,915	66,466	1,293,177	1,761,170	4,821,354	565,407	1,135,590
Federal (TBD)	-	-	4,880,000	720,000	12,500,000	-	-
Federal (5339)	89,046	-	2,596,305	8,421,854	-	-	-
Federal (CARES)	221,608	-	-	-	-	-	-
Federal (ARPA)	858,574	-	175,000	-	-	-	-
Federal (CRRSAA)	-	-	-	-	-	-	-
Federal (5310)	-	-	-	-	-	-	-
State	-	354,000	1,120,250	192,750	7,880,000	-	-
Maine Turnpike Auth.	-	113,280	-	-	-	-	-
Local (Bond)	600	-	783,250	1,486,209	5,330,000	-	-
Local (Assessment)	718,885	213,560	199,089	393,826	262,839	141,352	283,897
Local (Non-Member Assessment)	-	-	10,000	-	-	-	-

	Funds Rem.	2025	2026	2027	2028	2029	2030
Local Assess (Projects)		213,560	199,089	393,826	262,839	141,352	283,897
Local Assess (Cap Res.)		-	-	-	-	-	-
Local (Debt Service)		223,981	224,904	289,569	493,728	808,598	743,935
Total		437,541	423,993	683,396	756,567	949,950	1,027,833

100 PLANNING & PROGRAMS

101 Replacement Facility: Planning-Design

Prior funding and 2023 funding will be used to hire a consultant firm to prepare conceptual design, capital cost estimate, operating cost forecasts, and develop project roadmap ($50,000). Funding in outer years reflects 8% of a facility's estimated construction cost for planning-design-engineering. $120,000 collected in 2025 to match future grants.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**230,000**		**900,000**	**900,000**			-
Federal (5307)	180,000				-		-
Federal (TBD)			720,000	720,000			
Federal (ARPA)							
Federal (5310)							
State			90,000	90,000			
Local (Bond)	-						-
Local (Assessment)	50,000	120,000	30,000	30,000			-

102 Service Planning

Program of funds to support agency planning goals

Funds Remaining: $22,883 So Portland (ME-2023-043) 5307 Planning funding awaiting FTA obligation*

2026 - Service Planning for Scarborough & South Portland

2027 - Network Redesign

2028 - Facility Site Service and Network Planning

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**22,883**	**-**	**5,721**	**50,000**	**75,000**		**-**
Federal (5307)	22,883	-	-	40,000	60,000		-
Federal (CARES)	-	-	-	-	-		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	-	-	5,721	5,000	7,500		-

103 Metro Mobility Programs

Historically - Metro has served as a pass-through of federal CARES Act funding in order to allow GPCOG to use federal CARES Act funding to implement a variety of mobility management programs.

2026 - 2030- CAD/AVL and Customer Facing Technologies (Spare) to improve mobility

5311??

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**	**-**	**61,476**	**62,563**	**63,683**	**64,837**	**66,025**
Federal (5307)	-	-	49,181	50,051	50,947	51,869	52,820
Federal (CARES)		-					
Federal (ARPA)							
Federal (CRRSAA)							
State							
Local (Bond)							
Local (Assessment)			12,295	12,513	12,737	12,967	13,205

104 Planning Projects

Bus Rapid Transit Project.

Funds remaining: $53,525 ME-2016-016, $68,301 CARES ME-2020-010

So Portland (ME-2022-012) 5307 Planning funding awaiting FTA obligation $33,849*

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**121,871**	**586,129**	**-**	**-**	**-**		**-**
Federal (5307)	42,820	33,849	-	-	-		-
Federal (CARES)	68,301	-	-	-	-		-
Federal (ARPA)							
Federal (5310)							
State		354,000					
Maine Turnpike Auth.		113,280					
Local (Bond)							
Local (Assessment)	10,750	85,000		-	-		-

105 Planning Projects

Fare analysis

Funds Remaining: $1,441 So Portland (ME-2022-012) 5307 Planning funding awaiting FTA obligation*

and $38,559 So Portland (ME-2023-043) 5307 Planning funding awaiting FTA obligation*

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**40,000**	**-**	**10,000**	**-**	**-**		**-**
Federal (5307)	40,000	-		-	-		-
Federal (5339)							
Federal (5310)							
State	-	-	10,000				
Local (Bond)	-	-					
Local (Assessment)	-	-		-	-		-

200 FACILIITIES: MAINTENANCE-ACQUISITION-CONSTRUCTION

201 Metro Facility Replacement-Expansion

Phase 1: Acquire 151 St. John's Property - Federal assistance estimated at 80%; State assistance estimated at 10%. Local funding assumed to come from bonding at 10%. Bond issurance will be contingent on state-federal funding acquisition.

Phase 2: Construct replacement facility - Federal assistance estimated at 50%; State assistance estimated at 30%. Local funding assumed to come from bonding at 20%.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**		**5,200,000**	**-**	**25,000,000**		**-**
Federal (5307)	-			-			-
Federal (TBD)	-		4,160,000	-	12,500,000		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	520,000	-	7,500,000		-
Local (Bond)	-		520,000	-	5,000,000		-
Local (Assessment)	-	-	-	-	-		-

202 Facility Renovations-Major Component Replacement

Unpsent funding ($495,000) for Backup Generator ($125,000), and HVAC ($70,000) CNG Rehab (300,000)- These projects are moving forward.

Bus Wash Rehab ($150,000)- Staff requesting reallocation of these funds to Maintenance Equipment Project 203 (below)

2026 - Elm Street Rehab allowing for public utilization.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**495,000**	**-**	**275,000**	**-**	**-**		**-**
Federal (5307)	396,000	-	220,000	-	-		-
Federal (CARES)	-	-					
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	99,000	-	55,000	-	-		-

202 Safety-Security Maintenance/Upgrades

Remaining funds ($10,000) Local collected, grant not programed.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**10,000**	**-**	**-**	**45,000**	**269,973**		**-**
Federal (5307)	-	-	-	36,000	215,978		-

2027 - Full facility integrated secruity camera and access control system (Elm and Valley) $45k

2028 - Retrofit of full fleet for integrated wireless/real-time security system (safefleet), inc. installation $269k

Fed mandate to program 0.5%-1% of overall 5307 funds to safety and/or security. Need to develop a strategy to comply

	Funds Rem.	2025	2026	2027	2028	2029	2030
Federal (CARES)	-	-	-	-	-		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	10,000	-	-	9,000	53,995		-

203 **Maintenance Equipment**

2025 - Tire Machine, Wheel Balancer, Maintenance Inventory System Upgrade

2026 - Maintenance service bay lift rehab/renovation + Wheel Alignment machine $75k

2027 - Planning, design and build of a paint shop + fire supression

Remaining Funds: $109,229 (ME-2021-016- Bush Wash)

Bus Wash Rehab ($150,000)- Staff requesting reallocation of these funds from Facility Renovations, project 202 (above)

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**109,229**	40,771	-	**300,000**	**-**	**-**	**-**
Federal (5307)	87,383	32,617	-	240,000	-	-	-
Federal (CARES)	-		-	-	-	-	-
Federal (ARPA)							
Federal (5310)							
State							
Local (Bond)							
Local (Assessment)	21,846	8,154	-	60,000	-	-	-

204 **Fuel Tracking and Tank Replacement**

2027 - Automated fleet fueling system, tank and dispenser replacement - estimated.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**		**-**	**527,500**	**-**	**-**	**-**
Federal (5307)	-		-	422,000	-	-	-
Federal (CARES)	-		-	-	-	-	-
Federal (ARPA)	-		-	-	-	-	-
Federal (5310)	-		-	-	-	-	-
State	-		-	52,750	-	-	-
Local (Bond)	-		-	-	-	-	-
Local (Assessment)	-		-	52,750	-	-	-

300 VEHICLE MAINTENANCE & ACQUISITION

301 **Mid-Life Fleet Refurbishments**

Replacement of major components (engines, transmissions) and vehicle refurbishments of any bus at mid-life or older.

2026: Local Match for Current Year and $9,868 required local match for Grant received from South Portland Merger

Funds Remaining: $165,951 (ME-2021-016), $300,000 (ME-2024-010), $49,340 (5339- ME-2024-010)

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**505,423**		**150,000**	**327,818**	**270,122**	**270,122**	**270,122**
Federal (5307)	**372,761**		120,000	262,254	216,098	216,098	216,098
Federal (5339)	**39,472**						
Federal (CARES)	**-**		-	-	-	-	-
Federal (ARPA)	**-**		-	-	-	-	-
Federal (5310)	**-**		-	-	-	-	-
State	**-**		-	-	-	-	-
Local (Bond)	**-**		-	-	-	-	-
Local (Assessment)	**93,190**		39,868	65,564	54,024	54,024	54,024

302 **Fleet Replacements**

GP Metro adheres manages to the FTA Uesful Life Benchmark (ULB) of 14 years, but aims to replace buses at years 13 and 14 in order to allow flexibility based on individual buses' condition.

Replace five (5) 2011 diesel Gillig buses in FY 2026 with diesel New Flyers using existing contract.

Service expansion; Add six (6) new diesel buses in FY 2027.

Replace three (3) 2014 CNG Gillig buses in FY 2027 with zero emission buses and associated infrastructure.

Replace two (2) 2014 CNG Gillig buses in FY 2028 with zero emission buses.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**50,174**		**3,502,801**	**9,908,063**	**4,400,000**		
Federal (5307)	-		379,996		3,740,000		-
Federal (5339)	49,574		**2,596,305**	**8,421,854**			
Federal (ARPA)							
Federal (5310)							
State			263,250		330,000		-
Local (Bond)	600		263,250	1,486,209	330,000		-
Local (Assessment)							

303 **Support Vehicle Replacement/Acquistions**

2027 - New Service truck with a dump body; Assumse usage of remaining funds. Total project cost $135k

Remaining funds $7,400 (from sale of retired vehicle), $1,135 (remaining CARES funding), $2,000 in 2023 and $13,000 in 2024 local match collected but grant not programed can be applied to future needs.

ME-2023-044 grant $40,000

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**63,535**			**74,865**	**-**		
Federal (5307)	32,000		-	74,865			
Federal (CARES)	1,135						
Federal (ARPA)							
Federal (5310)							
State			-				
Local (Bond)			-	-			
Local (Assessment)	30,400		-	-	-		-

304 **Microtransit Fleet Expansion**

2026 - 2 in service vans for Scarborough + South Portland, along with 1 spare

2030 - 2 Autonomous Microtransit vehicles (CapEx + OpEx for 2 year pilot)

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**		**555,000**	**-**	**-**	**-**	**600,000**
Federal (5307)	-		444,000	-	-	-	480,000
Federal (CARES)	-		-	-	-	-	-
Federal (ARPA)	-		-	-	-	-	-
Federal (5310)	-		-	-	-	-	-
State	-		111,000	-	-	-	-
Local (Bond)	-		-	-	-	-	-
Local (Assessment)	-		-	-	-	-	120,000
Local (Non-Member Assessment)							

305 **Fleet Expansion**

TBD

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**	**-**	**-**	**-**	**-**		**-**
Federal (5307)	-	-	-	-	-		-
Federal (CARES)	-	-	-	-	-		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	-	-	-	-	-		-

400 BUS STOP IMPROVEMENTS

401 **General Bus Stop Improvements**

This project is aimed at general bus stop improvements including installation of shelters, seating, signage, and access improvements where needed. GP Metro plans to use consultant assistance to perform a full bus stop inventory and recommend design and amenity standards.

2026: $50,000 for Service Expansion to Scarborough/South Portland

Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding ($70,000). Requesting approval to move to TSAP project for local match needed for existing grants.

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**		**100,000**	**220,000**	**242,000**	**371,800**	**483,340**
Federal (5307)			80,000	176,000	193,600	297,440	386,672
Federal (CARES)			-	-	-		-
Federal (ARPA)							
Federal (5310)							
State							
Local (Bond)							
Local (Assessment)	-		10,000	44,000	48,400	74,360	96,668
Local (Non-Member Assessment)			10,000				

402 **Transit Stop Access Project**

Planning-design work completed in prior years. Amounts shown are for construction/inspection. Remaining amount includes $38,642 (ME-2016-017), $52,969 (ME-2020-025), $525,000 (ME-2023-012, $1,247,253 (ME-2023-044), $767,973 (ME-2024-010) from prior grants which covers design-engineering as well as $73,460 in local funding that was collected for construction but tied to federal funding in a future year.

So Portland ARPA Funding ($325,000)

	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**2,950,329**		**-**	**425,000**	**425,000**		
Federal (5307)	1,797,226		-	340,000	340,000		-
Federal (CARES)			-	-			
Federal (ARPA)	850,000		-	-			
Federal (5310)			-	-			

Amounts in FY 2025-26 represent new formula funding awarded to Metro thru PACTS formula set-aside application process.

Requesting approval to move to TSAP project for local match needed for existing grants. $70,000 from General Bus Stop Improvements- Remaining Balance needed $146,205: Programed $46,205 in 2026, and $50,000 in 2027 and $50,000 in 2028.

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
State			-	50,000	50,000		-
Local (Bond)			-	-			
Local (Assessment)	303,103		46,205	85,000	85,000		-

500 TECHNOLOGY INTEGRATIONS

501 Management Information Systems

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**-**	**-**	**-**	**-**	**-**		**-**
Federal (5307)	-	-	-	-	-		-
Federal (CARES)	-	-	-	-	-		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	-	-	-	-	-		-

502 Transit Signal Priority

Metro awarded $500,000 in federal ARPA funding to install transit signal priority technology along Washington Avenue and Forest Avenue in Portland. Additional $171,200 applied for through PACTS FTA Section 5307 formula set-aside program for transit enhancements (approved). Additional award would add TSP to Brighton Ave. and Congress Street.

Funds Remaining: $8,574 (ME-2023-012), $214,000 (ME-2024-010), $151,000 (CARES- Awaiting funding obligation from FTA)

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**365,014**	**8,560**	**-**	**-**	**-**		**-**
Federal (5307)	171,200		-	-	-		-
Federal (CARES)	151,000	-	-	-	-		-
Federal (ARPA)	8,574	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	34,240	8,560	-	-	-		-

503 CAD/AVL System Replacement

Unspent funding ($1,172) from CARES Act funding allocated to AVL/AVA System, $34,552 (ME-2024-010)

Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding, or local match collected exceeded match requirements of grant ($8,590- Electronic Signs, $50,856- AVL/AVA).

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total	**67,528**	**-**	**-**	**-**	**-**		**-**
Federal (5307)	27,642	-	-	-	-		-
Federal (CARES)	1,172	-	-	-	-		-
Federal (ARPA)	-	-	-	-	-		-
Federal (5310)	-	-	-	-	-		-
State	-	-	-	-	-		-
Local (Bond)	-	-	-	-	-		-
Local (Assessment)	66,356	-	-	-	-		-

504 Office Phone System

2026 - Replace all workstations phones & acquire call monitoring software

2027 - Automated off hours call center functionality / IVR

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**8,000**	**25,000**	**-**	**-**	**-**
Federal (5307)	-		-	20,000	-	-	-
Federal (5310)	-		-	-	-	-	-
State	-		8,000	-	-	-	-
Local (Bond)	-		-	-	-	-	-
Local (Assessment)				5,000	-	-	-

505 Fleet Cradlepoint Networking Hardware Replacement

2026 - Full fleet replacement

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**90,000**	**-**	**-**	**-**	**-**
Federal (5307)	-		-	-	-	-	-
Federal (5310)	-		-	-	-	-	-
State	-		90,000	-	-	-	-
Local (Bond)	-		-	-	-	-	-
Local (Assessment)			-	-	-	-	-

506 Office / Admin Workstation Replacements

2026 - 13 workstations + 22 docks

2028 - 5 workstations

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**28,000**		**5,915**	**-**	**-**
Federal (5307)	-		-		4,732	-	-
Federal (5310)	-		-		-	-	-
State	-		28,000		-	-	-
Local (Bond)	-		-		-	-	-
Local (Assessment)			-		1,183	-	-

507 Maintenance / Fleet Management System Peripherals

2026 - 6 Wireless Android tablets and Inventory Scanner. Tablets will have wireless SIM cards until new facility investment/enhanced wireless network

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**-**		**-**	**-**	**-**
Federal (5307)	-		-		-	-	-
Federal (5310)	-		-		-	-	-
State	-		-		-	-	-
Local (Bond)	-		-		-	-	-
Local (Assessment)			-		-	-	-

508 Real Time Signs

2026 - CMS Deployment, 3 years hosting and licensing fees, 15-20 LCD and e-ink signs, solar power and installation fees
So Portland ARPA Funding

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**175,000**		**-**	**-**	**-**
Federal (5307)	-		-		-	-	-
Federal (ARPA)			175,000				
Federal (5310)	-		-		-	-	-
State	-		-		-	-	-
Local (Bond)	-		-		-	-	-
Local (Assessment)			-		-	-	-

509 On Fleet Infotainment

2027 - On fleet display signs that provide real time info, along with advertising opportunities to offset expenses.

Source	Funds Rem.	2025	2026	2027	2028	2029	2030
Total			**-**	**125,000**	**-**	**-**	**-**
Federal (5307)	-		-	100,000	-	-	-
Federal (ARPA)			-				
Federal (5310)	-		-		-	-	-
State	-		-		-	-	-
Local (Bond)	-		-		-	-	-
Local (Assessment)			-	25,000	-	-	-

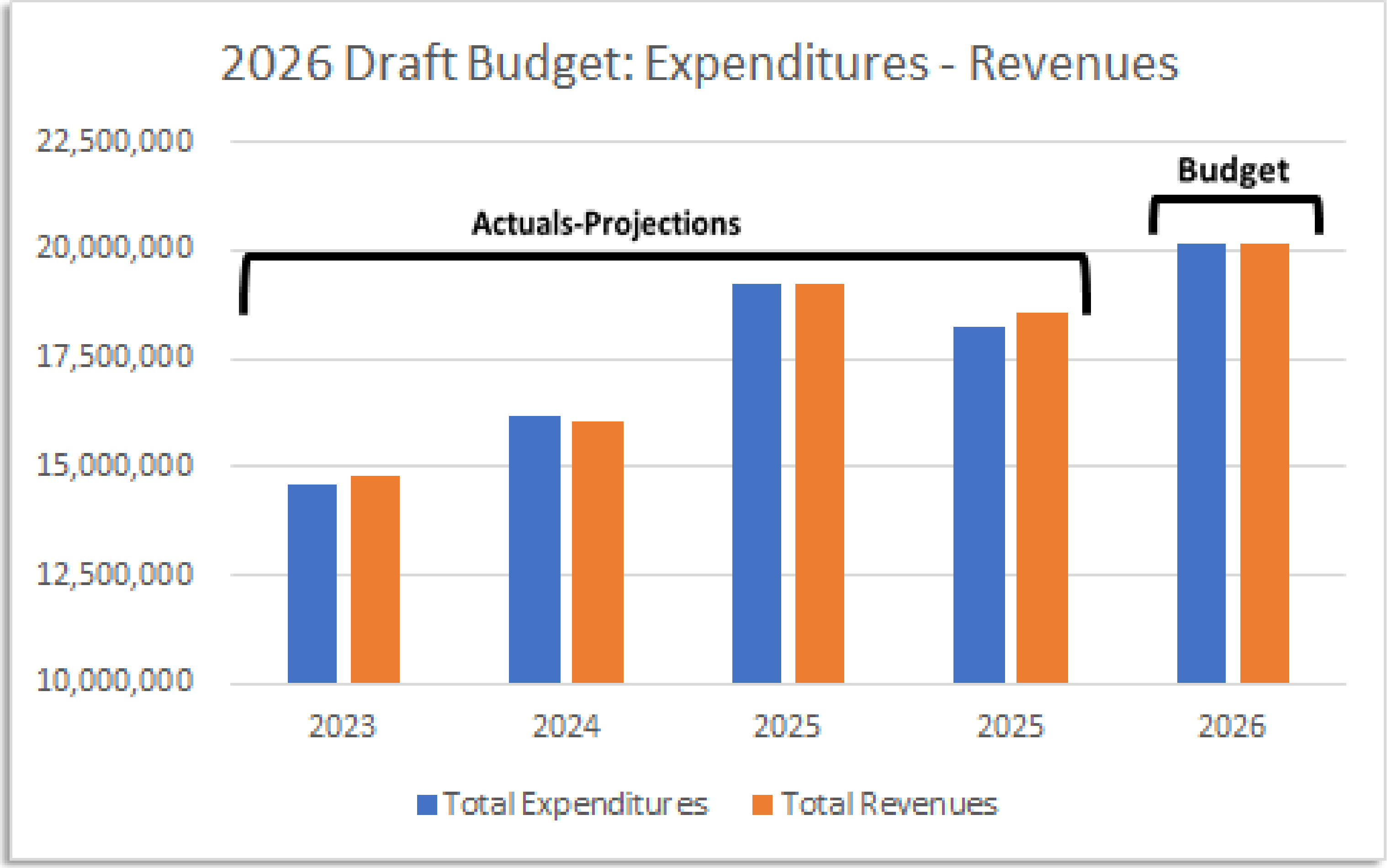
GREATER PORTLAND METRO

Portland Finance Committee

November 6, 2025

2026 Operating Budget

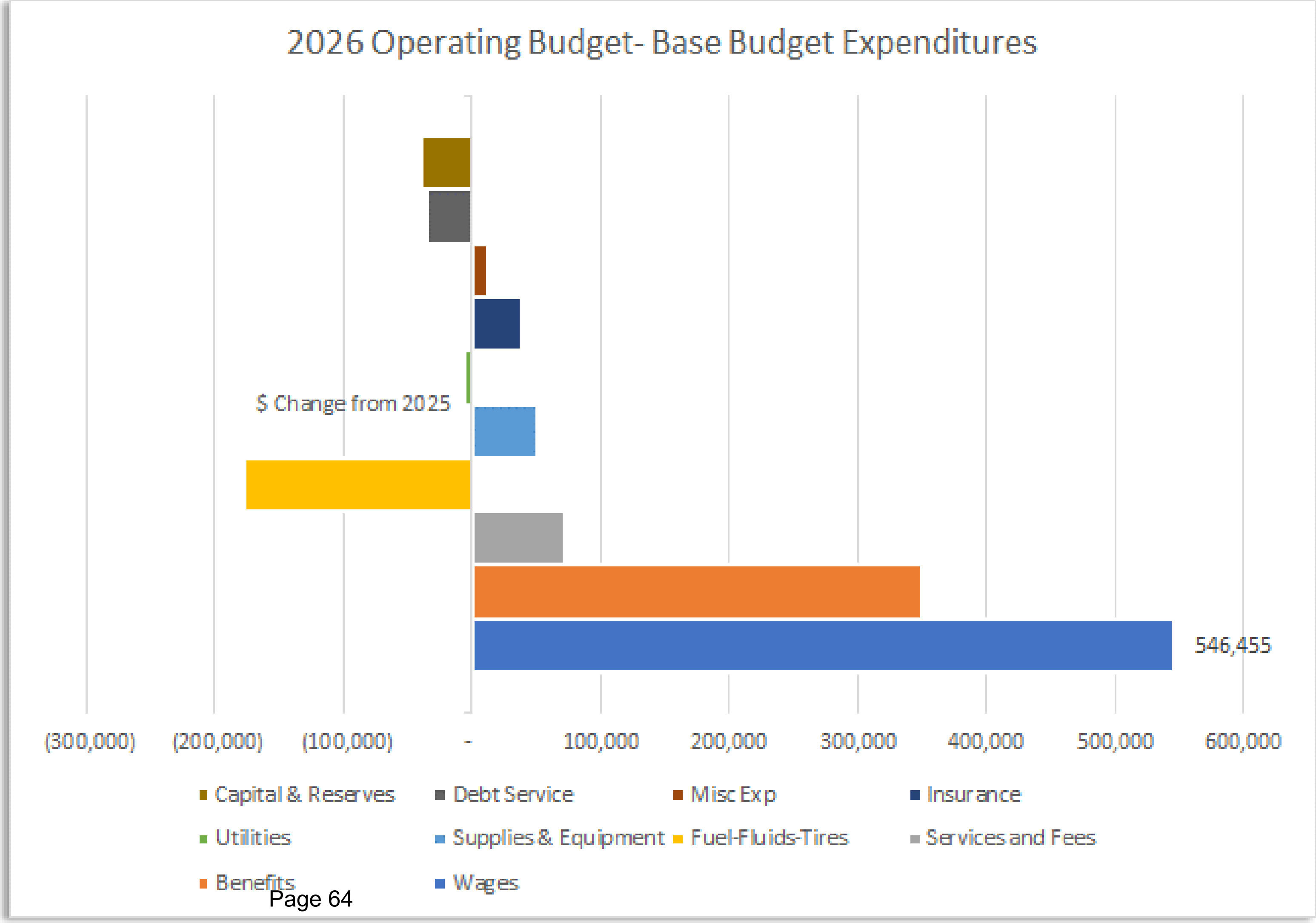
- 2026 Budget Review
  - Expenditures and Revenues $20.1m (4.82% Increase, or $928k)
  - Municipal Increase Overall 14.6%. Or $777k
  - Federal Carry-Forward Offset to ARPA $300k
  - Passed Unanimously 10/8/25



2026 Preliminary Operating Budget

Expenditure Change Summary

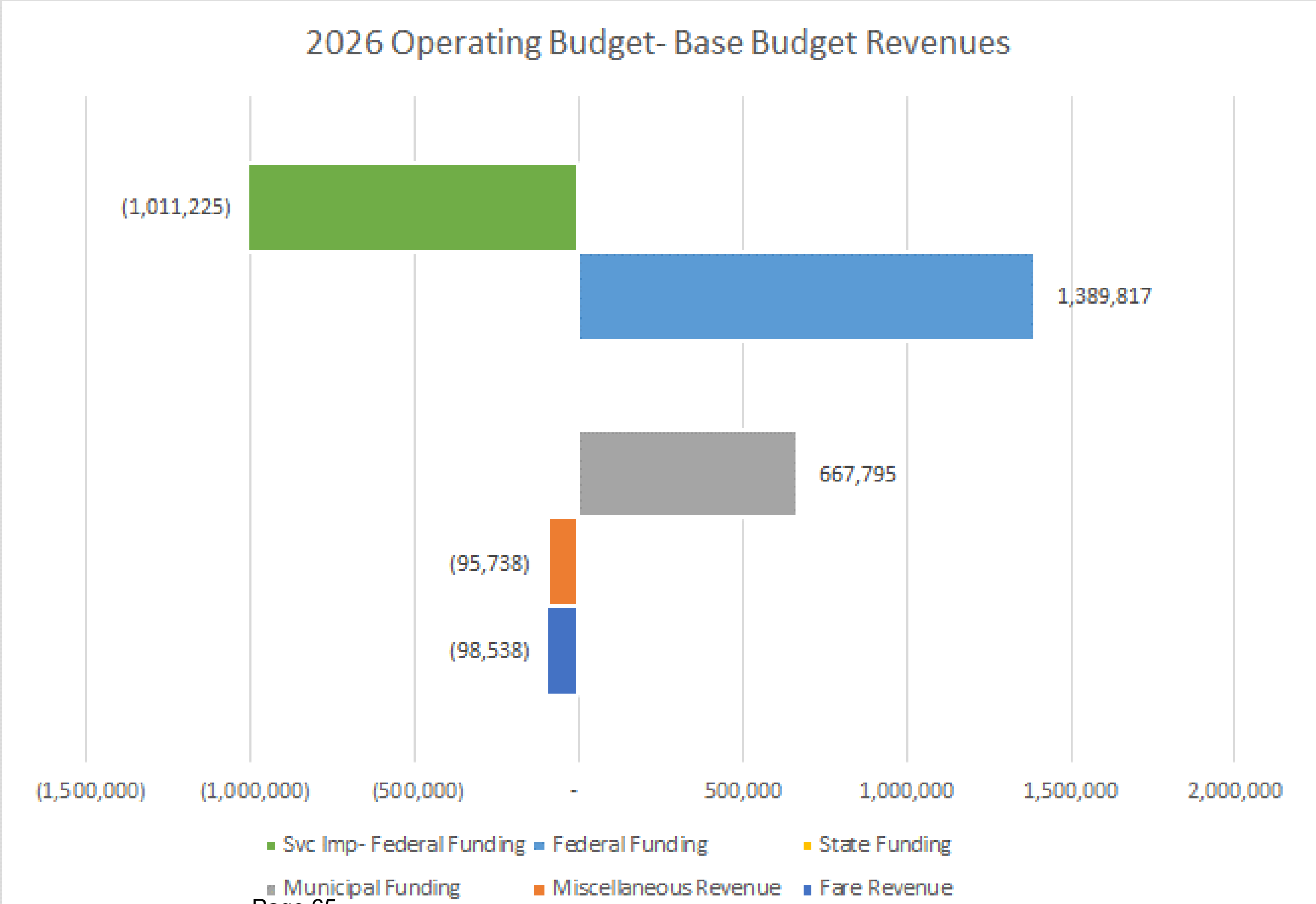
- **Wages & Benefits: $546k, 5.7%**,
  - COLA - 3% 1/1 & 2% 7/1
  - 10% Health Insurance
- **Services & Fees: $71k, 6.5%**
  - SaaS agreements
- **Fuel: ($177k), -13.1%**
  - Favorable diesel contract
- **Debt Service: ($34K), -11.5%**
  - Lower interest on bonds
  - Lower interest on TAN
- **Capital & Reserves: ($39k), -15.3%**
  - Lower fund balance contribution
  - Lower local contribution to CIP



2026 Preliminary Operating Budget

Revenue Change Summary

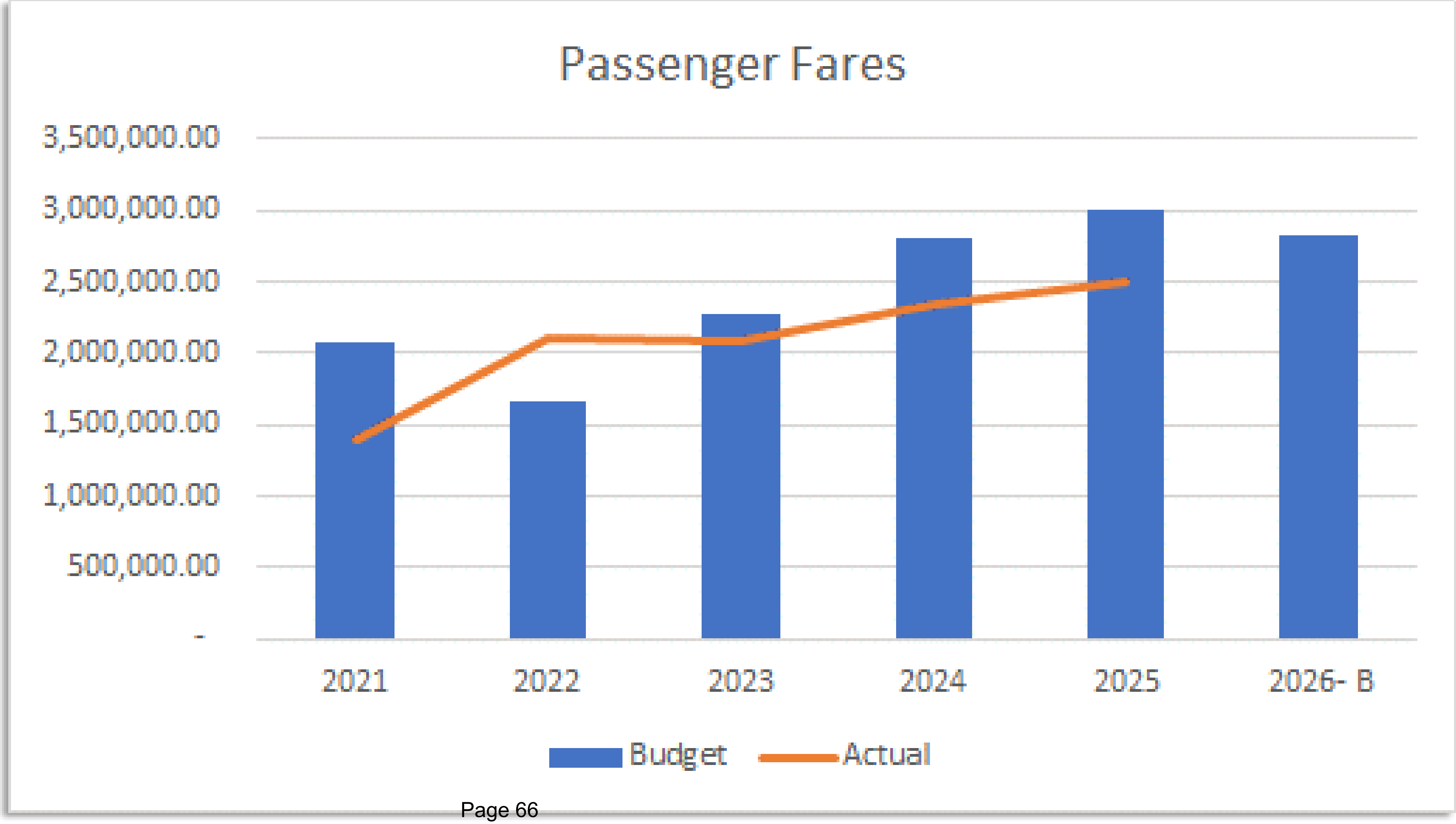
- Revenue Est. $20.1m, Increased from 2025 by 4.69%, ($903k)
  - Fare revenue and ridership lower than expected for 2025
  - Misc. revenue decreasing- mostly due to advertising
  - State funding flat
  - Municipal funding increasing related to ARPA phase out
  - Federal 5307 funding rebounding from 2025 amounts
  - ARPA funding exhausted in early 2026



2026 Preliminary Operating Budget

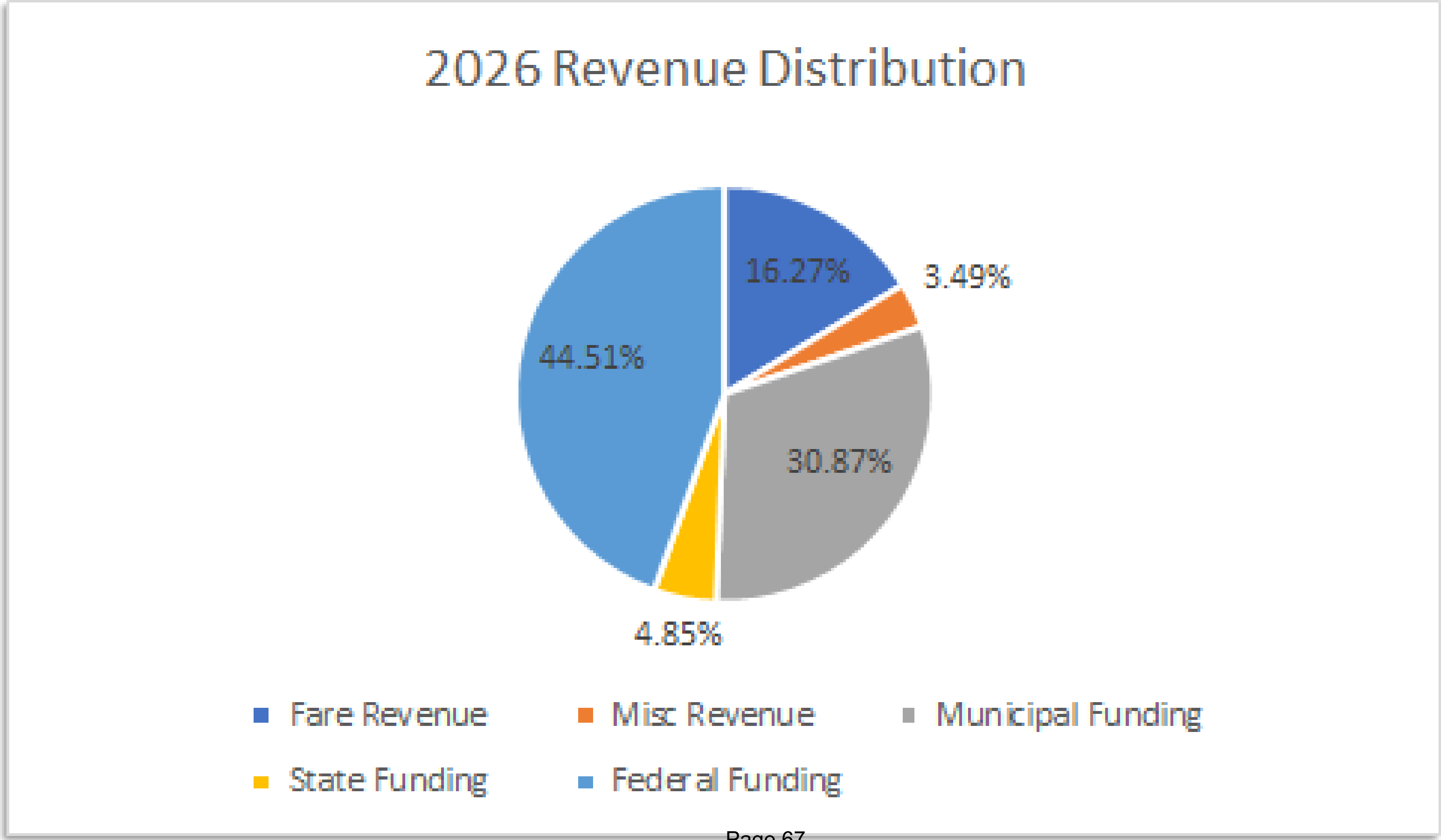
Fare Revenue History

- Fare revenue for 2025 projected to be under budget by about $452k
  - Historically under budget
- 2026 estimate $260k increase from 2025 projected
  - Ridership increases
  - Fare increase (mid/late 2026)
- Total reduction approx. $200k from 2025 budget.



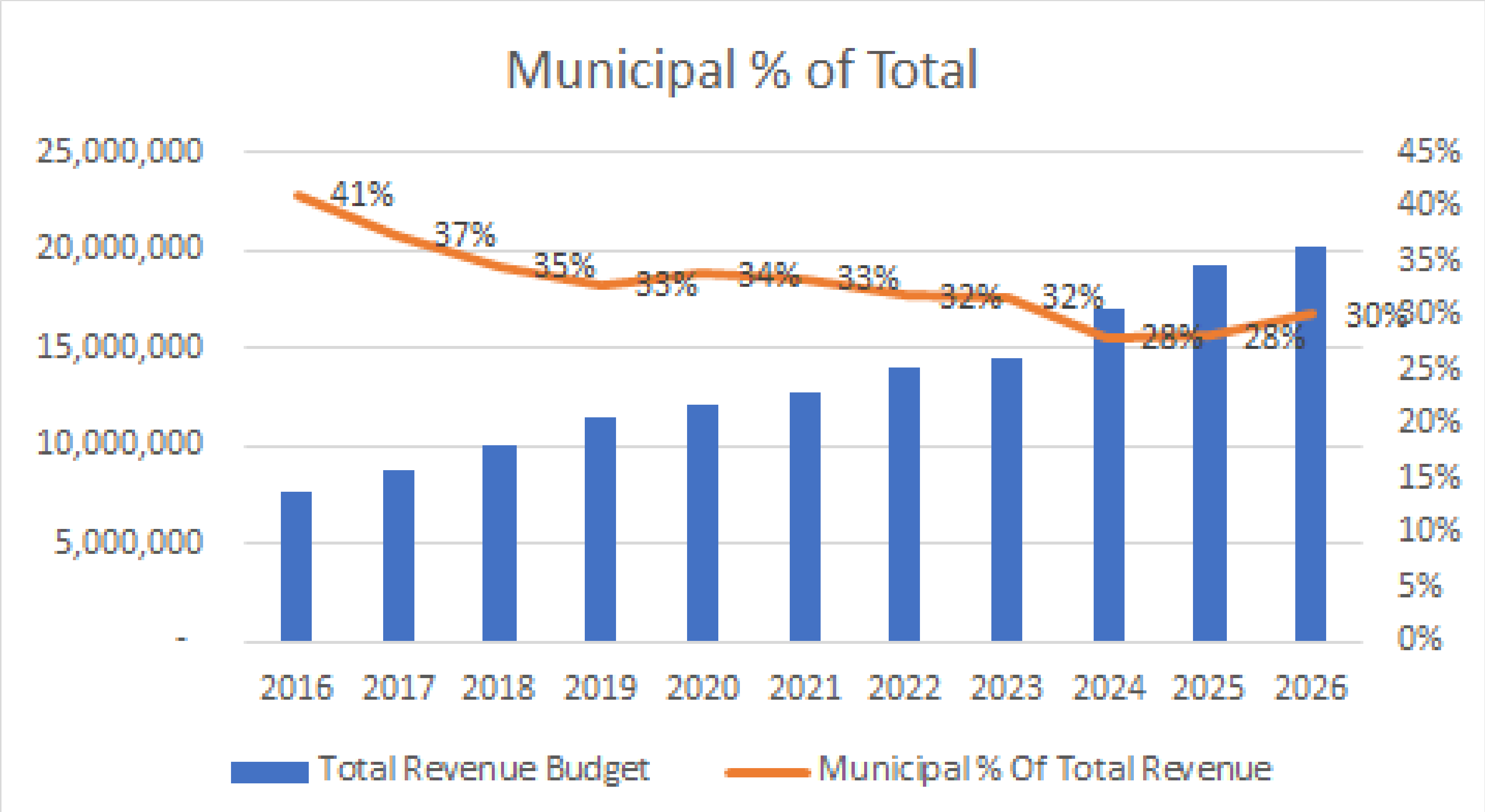
2026 Preliminary Operating Budget

Revenue Breakdown



2026 Preliminary Operating Budget

Municipal Contributions



2026 Preliminary Operating Budget

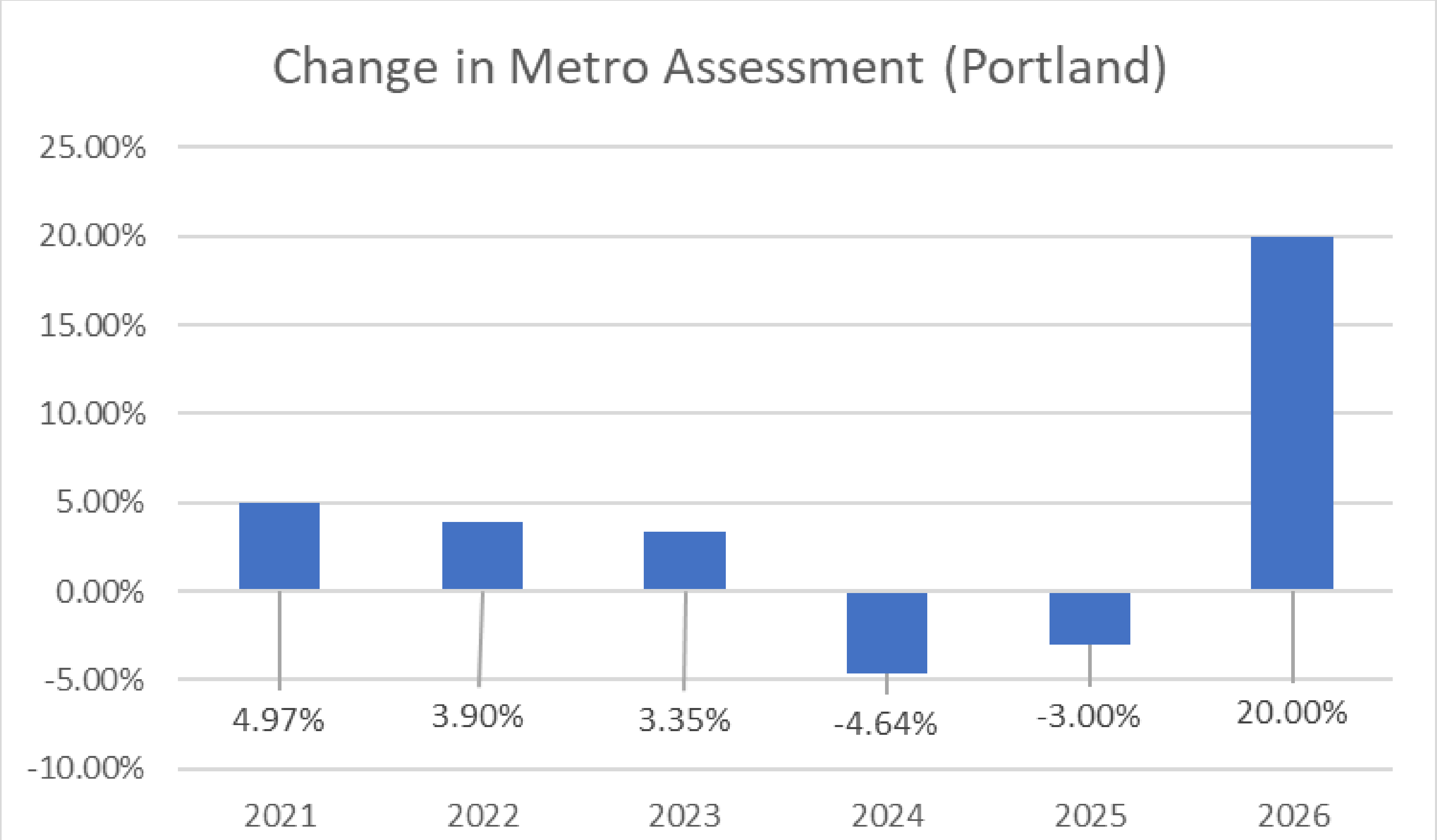
Municipal Assessments

Municipality	FY 2025 Actual	FY 2026 Lease	FY 2026 Debt Service	FY 2026 Fixed	FY 2026 Variable	FY 2026 Total	Change %	Change $
Brunswick	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Falmouth	$ 233,457	$ 4,981	$ 16,241	$ 27,565	$ 273,487	$ 322,274	38.0%	$ 88,817
Freeport	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Gorham	$ 127,356	$ -	$ 1,695	$ 26,777	$ 100,408	$ 128,880	1.2%	$ 1,524
Portland	$ 2,999,507	$ 69,222	$ 197,364	$ 438,445	$ 2,893,349	$ 3,598,380	20.0%	$ 598,873
South Portland	$ 700,000	$ -	$ 4,618	$ 76,984	$ 647,779	$ 729,381	4.2%	$ 29,381
Westbrook	$ 995,466	$ 18,146	$ 39,330	$ 104,191	$ 746,998	$ 908,665	-8.7%	$ (86,801)
Yarmouth	$ 118,101	$ 1,901	$ 2,857	$ 15,063	$ 111,726	$ 131,547	11.4%	$ 13,446
Annual Total	**$ 5,410,089**	**$ 98,052**	**$ 267,818**	**$ 719,150**	**$ 4,997,200**	**$ 6,082,220**	12.4%	$ 672,131

Local assessment changes vary by community due changes in service levels and ARPA funding phasing out in 2026.

Greater Portland Metro

Portland's Assessment Change (2021-2026)



Average annual increase in assessment 4.73%

23.6% increase in revenue hours during the same period

2026 Operating Budget

Portland Assessment Explained

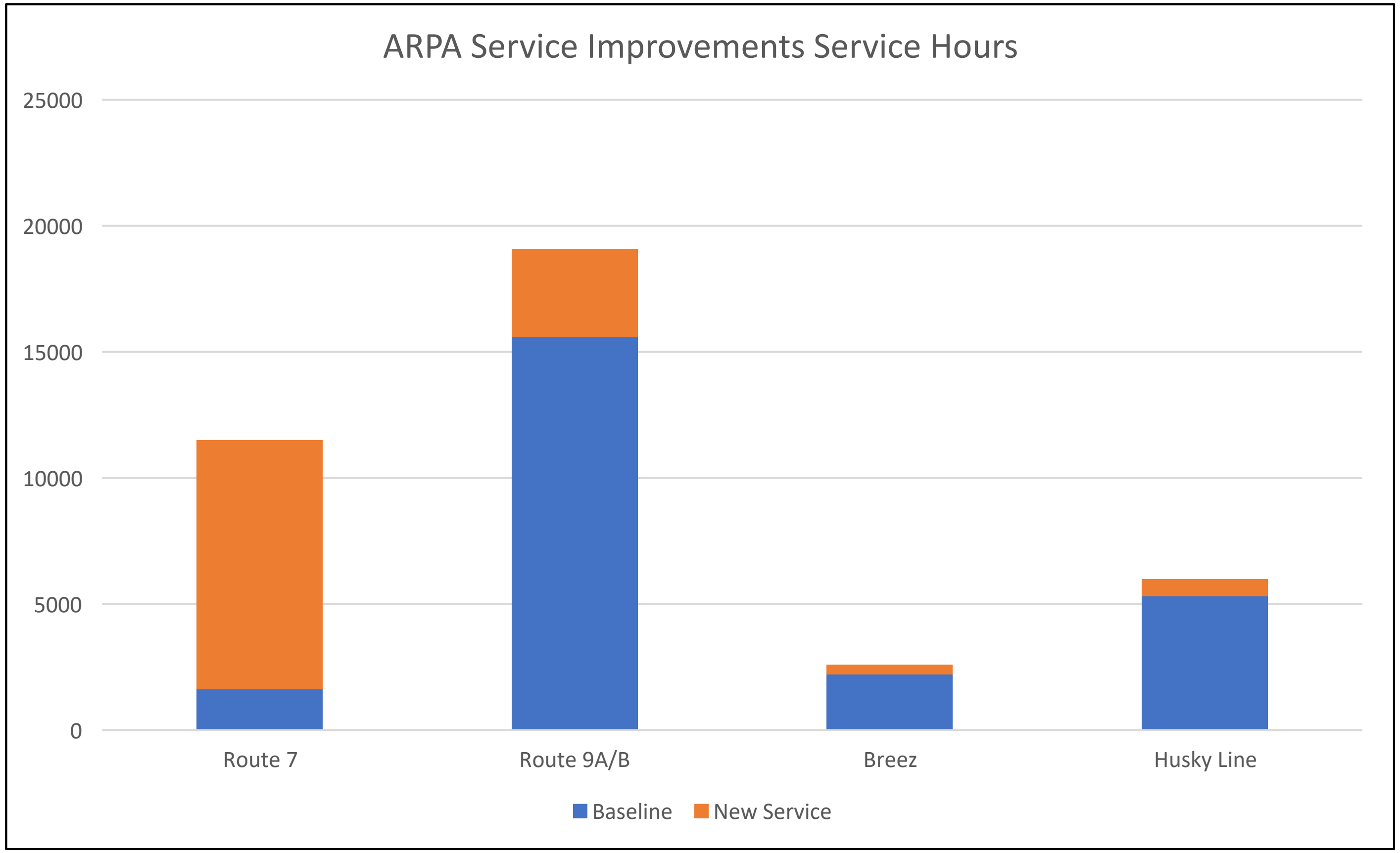
- Portland's assessment increase is due in large part to a reduction in ARPA funding available in 2026.
- Portland's service has increased by 21% based on ARPA funded service improvements.

Portland 2025 ARPA Funding	$	1,119,222
2026 ARPA + Carry-forward	$	582,494
Reduction in funding	$	(536,728)
Proposed 2026 Assessment Increase	$	676,722
Estimated increase without ARPA	$	139,994
% Increase without ARPA		4.67%

Service Improvements

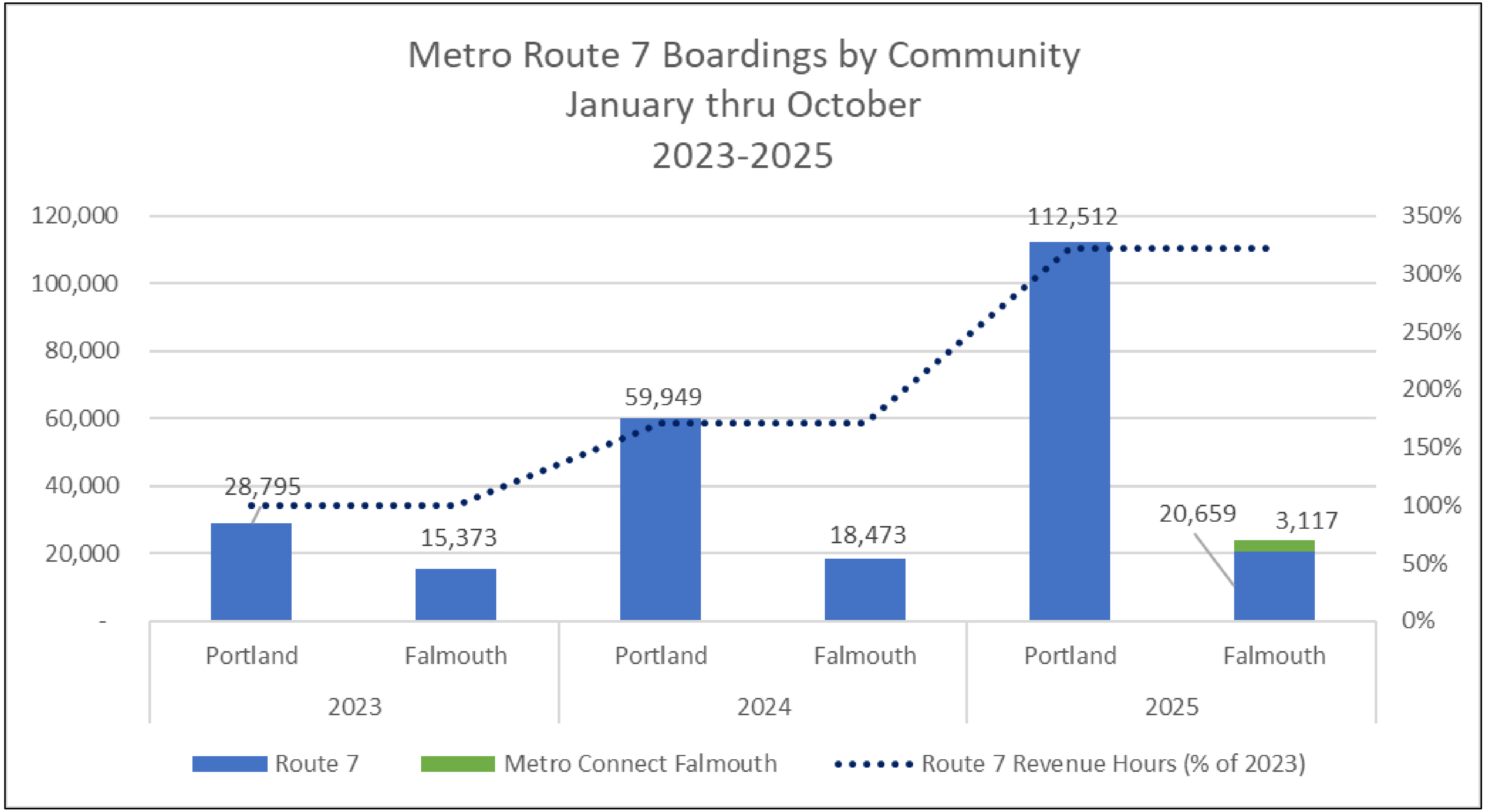
ARPA Funded Services

- **Route 7** – Improved frequency from 60 minutes to 40 minutes, extended service to the Jetport – 600% increase in service
- **Route 9A/B** - Improved frequency from 60 minutes to 30 minutes midday weekdays and Saturdays - 22% increase in service
- **Breez** – Improved midday frequency service added two additional roundtrips on weekdays – 17% increase in service
- **Husky Line** – Extension of route to the Ocean Gateway terminal, four new bus stops in Portland - 13% increase in service



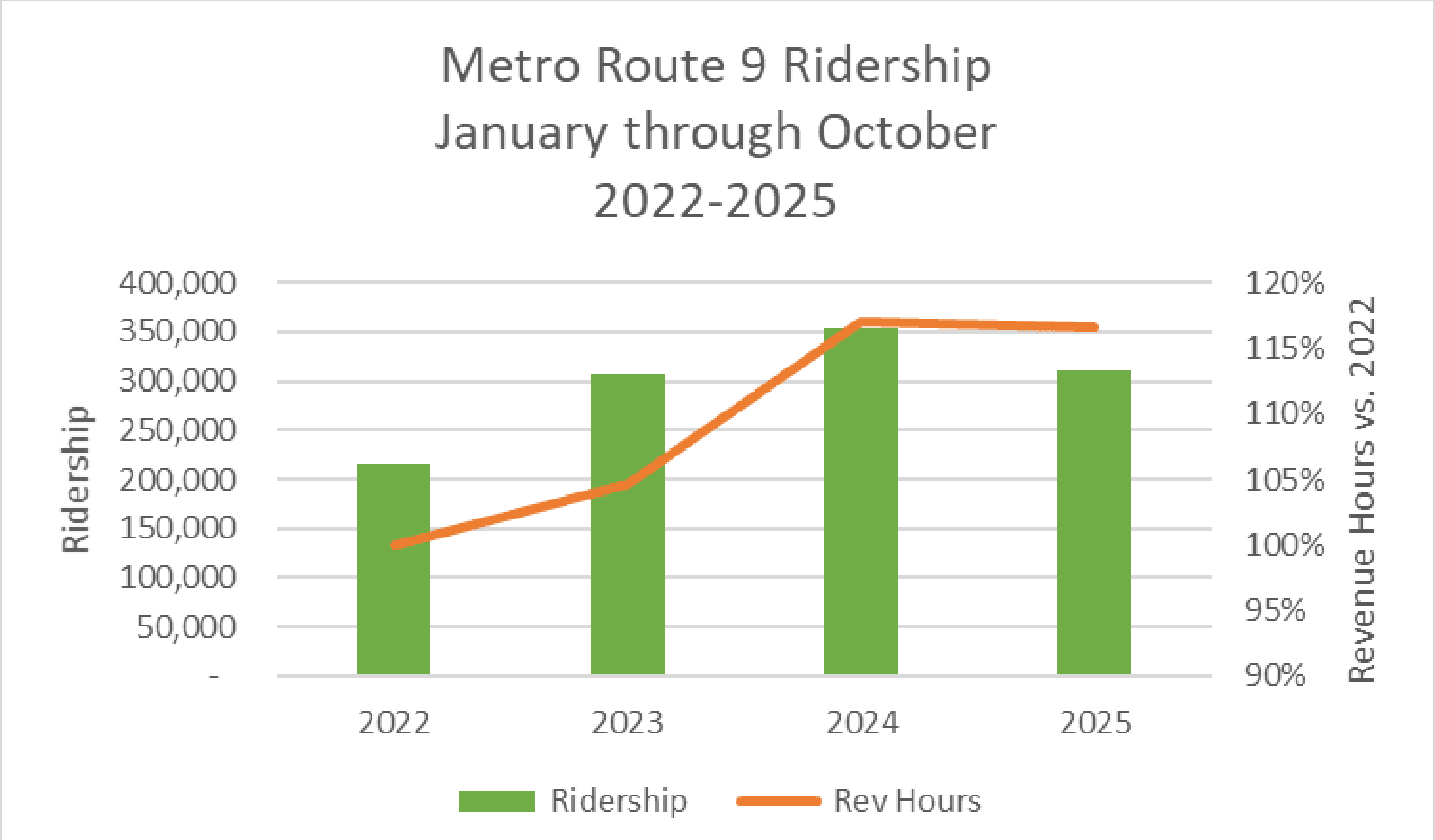
Service Improvements

Portland Route Performance



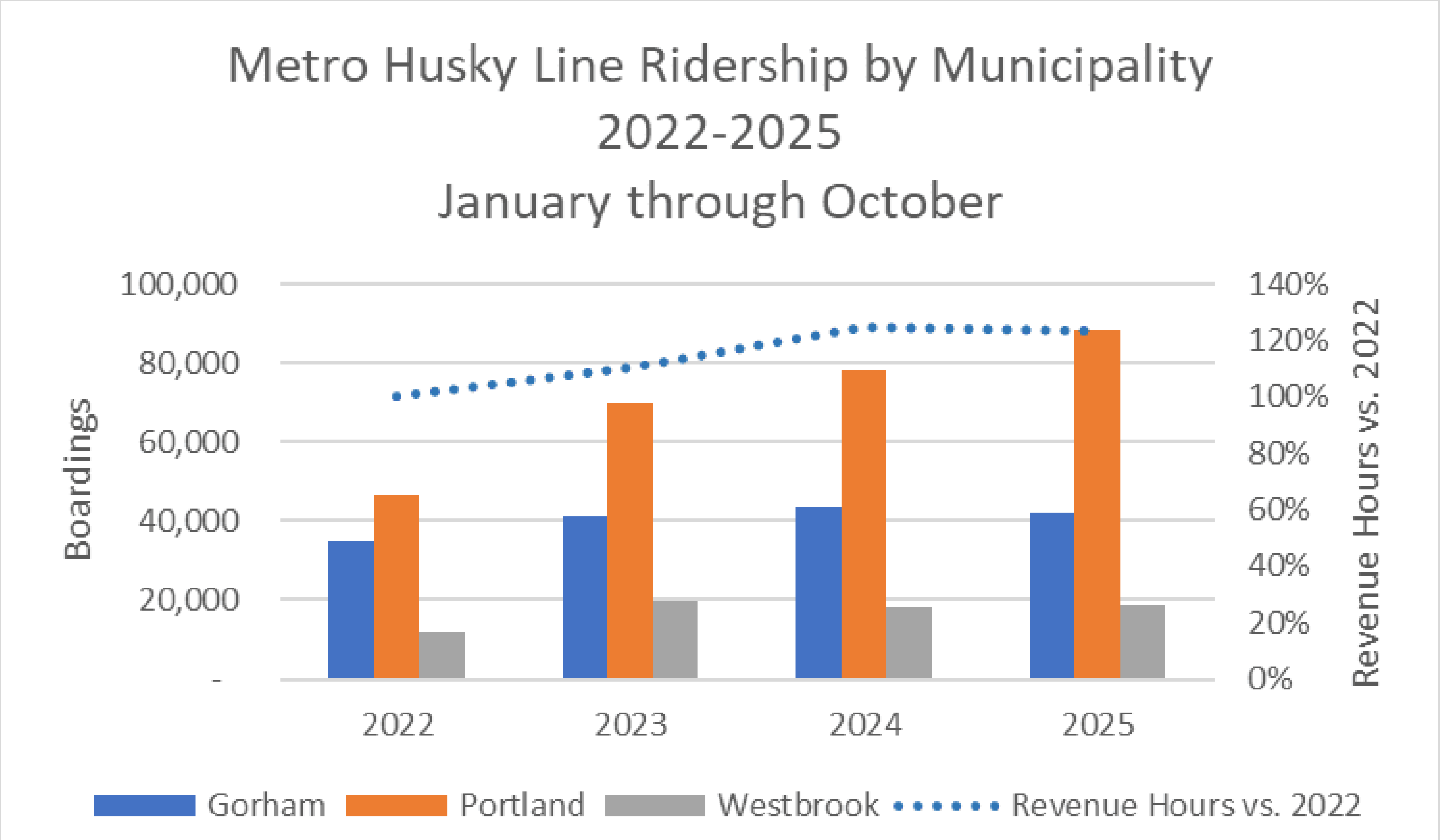
Service Improvements

Portland Route Performance



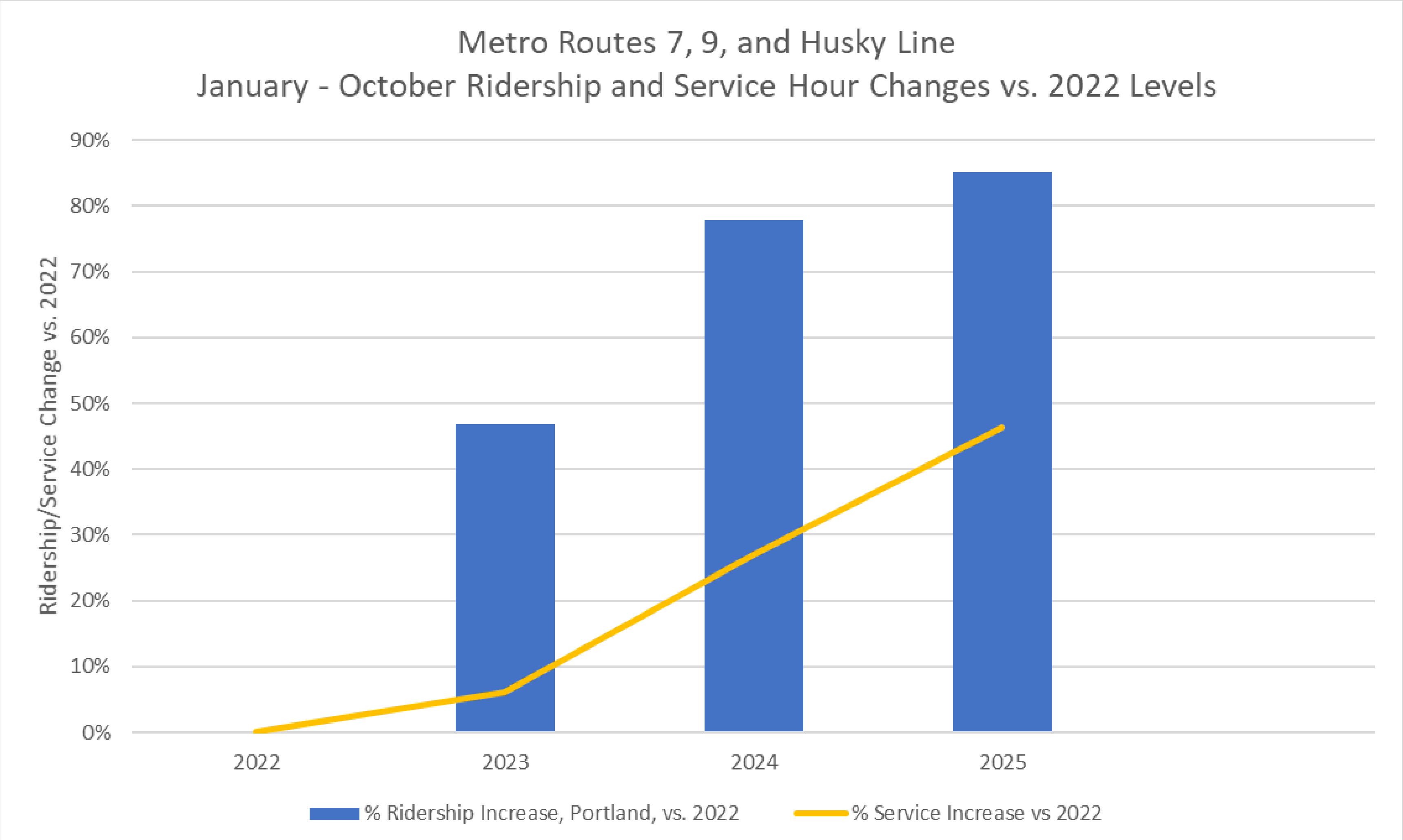
Service Improvements

Portland Route Performance



Service Improvements

Portland Route Performance



FY 2027 Budget Preview

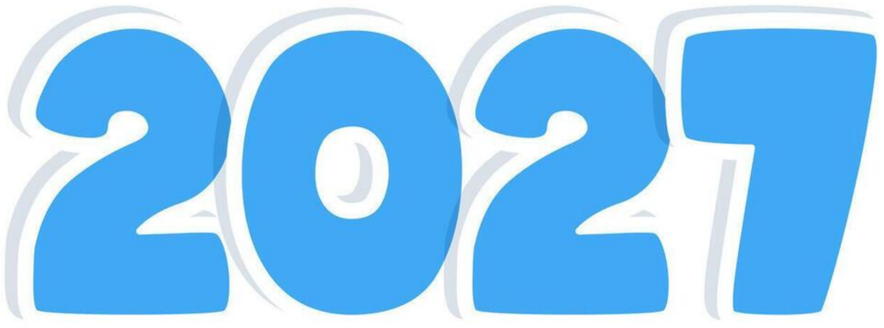
Future Considerations

Metro FY 2027 Budget

- Sunsetting Funding
  - $478,811 ARPA
  - $325,000 Federal Carry-Forward
- Portland Assessment Increase Range (20%-30%)

Budget Opportunities

- Possible increase in fare revenue
- Advocacy at the State level for increased funding
- More public/private partnerships



MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 17, 2025

SUBJECT: Order 85-25/26 Granting Municipal Officers' Approval of C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street - 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: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 10/14/25. Location was previously Sagamore Hill Lounge.

Five affirmative votes are required for passage of items on the consent calendar 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. 2025.11.17_Marquis Lounge_Council packet
2. 2025.11.17_Marquis Lounge_Council Order

Prepared by:
Date: 10/17/2025

FROM THE DESK OF

C'est La Vie Ventures LLC

October 10, 2025

Mayor and Members of City Council of the City of Portland, Maine
389 Congress Street
Portland, Maine 04101

RE: Letter of Intent- Application for Liquor License for a Class X (Class A Lounge) License

To the Honorable Mayor of the City of Portland and Members of City Council:

This letter sets forth the intention of C'est La Vie Ventures LLC ("the Applicants"), a Maine Limited Liability Company, to request City approval for a food & alcohol license, and an Indoor Entertainment license, for the purpose of continuing to operate a Class X (Class A Lounge) ("the Lounge") at 150 Park Street, Portland, Maine 04101, where the same category of establishment is currently operated by Atwater Holdings LLC, also a Maine Limited Liability Company, as Sagamore Hill Lounge.

The Lounge will be operated by the Applicants in the same manner as it is currently, with a similar menu and operating hours as the existing Lounge, and any changes will be cosmetic in nature or consist of minor updates to the existing menu.

Very truly yours,

Members of C'est La Vie Ventures LLC

Mary Meghan Bartos Managing Member	Jacob Stanley Coombs Managing Member

Mary Meghan Bartos, Managing Member

______________________________________ Date ____________

Jacob Stanley Coombs, Managing Member

______________________________________ Date ____________

City of Portland - Business Licensing and Housing Safety Division

Online Liquor and Food License Application

Read all information below before continuing

The serving of food and alcoholic beverages in Portland Maine requires:
Portland Municipal Food Service Establishment with Alcoholic Beverages License
State of Maine On-Premises License, and
State of Maine - Municipal Eating and Lodging License Application HHE-638

Before submitting an application to the Business Licensing Office:

- Call the Bureau of Alcoholic Beverages and Lottery Operations (BABLO) in Augusta at 207-624-7220, to determine which class of liquor license should be applied for based on the business model. Delays may occur if the wrong license is applied for and changes need to be made.
- Contact the Portland Zoning/Code Enforcement office at 207-874-8703 to determine if the business address is zoned for use as a restaurant, bar, or brewery.
- Establishments that wish to have entertainment in the Downtown District Overlay Zone (primarily the Old Port) should check with Business Licensing at 207-874-8557 to determine if the business meets required setbacks and is eligible for an entertainment/dance license.
- Contact the Historic Preservation Division at 207-874-8726 for specific requirements if the establishment is located in a Historic District. Visit https://www.portlandmaine.gov/490/Historic-Preservation to determine the district.

The application must be complete in order to be accepted and processed. **Applications must be submitted at least four (4) weeks prior to the Council meeting**. Applications may be delayed for special circumstances of the City Council (e.g. full agenda in budget season)

***For council dates please click** here*

What is Needed to Apply:

- Completed State application for alcohol (including Corporate Supplement, if applicable) submitted through BELLS (https://alcohol.maine.gov/): provide the File Number and date of submission
- Letter of intent addressed to the Mayor and Members of the City Council
- City application for food & alcohol
  - City application for Entertainment (if applicable)
  - Outdoor Dining application (if applicable)
- Diagram showing layout of the premises (PDF)
- Menu (PDF)
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)
- Payment of fees: New application, Health Inspection, Criminal History Check, License Fees and Legal Advertisement deposit. An invoice will be created upon completion of application.

After submitting an application to the Business Licensing Office:

- Submit completed State of Maine Municipal Eating and Lodging License Application (HHE-638) to: Health Inspection Program, 286 Water Street 3rd Floor, Augusta ME 04333-0011
- Applicants will receive an email letter confirming the date, time, and location of the City Council meeting.
- Establishments are recommended to schedule inspections AFTER Council approval. If there are questions for inspectors, please find their numbers on the accompanying page.

After an application has been approved by City Council:

- Applicants will receive an invoice for the remaining balance of the legal advertisement.
- Proceed with arranging for final inspections as the establishment is ready.
- Once the Business Licensing Office has received all approvals from the required departments, the office will approve the state license and issue the municipal license.

All applicants must pay the following feel for the application to be submitted for council approval:
Application fee: $45
Liquor Class Fee: (see next page for amounts)
Health Inspection Fee: $150
Background check: $21/person
Additional fees such as Outdoor Dining and Entertainment will be listed in the Application

Liquor Classification of Establishment	Class X (Class A Lounge) $2,774.00
Maine B.E.L.L.S. File/Tracking Number	10835 B
Date of Submission of Maine B.E.L.L.S. application:	10/10/2025
Name of Establishment (Doing Business As)	Marquis Lounge
Physical Location of Establishment (Street Address)	150 Park Street
What is the business' ownership structure?	Corporation/LLC/Non-Profit Organization
Name of Corporation, LLC, or Non-Profit Organization	C'est La Vie Ventures LLC
Business Mailing Address	251 High Street
City	South Portland
State	Maine
ZIP	4106
Business Phone	2147329200
Establishment Email	contact@marquismaine.com
Contact Person Name	Meghan Bartos
Contact Person Phone	2147329200
Contact Person Email	contact@marquismaine.com
What is your targeted opening date?	01/01/2026

Please list names, residence addresses, and birthdates of ALL owners and partners. If for a corporation please include all officers and or persons to satisfy 28-A M.R.S. §651. Click green plus button to add persons.

Owners, Partners, and Officers

i. **Name**

Mary Meghan Bartos

Street Address of Primary Residence

251 High Street

City

South Portland

State

Maine

ZIP

4106

Birth Date

10/27/1983

ii. **Name**

Jacob Stanley Coombs

Street Address of Primary Residence

251 High Street

City

South Portland

State

Maine

ZIP

4106

Birth Date

08/06/1996

Corporation/LLC Name	C'est La Vie Ventures LLC
Corporate Mailing Address	251 High Street
City	South Portland
State	Maine
ZIP	04106
Primary Contact Person	Meghan Bartos
Contact Phone	2147329200

Is any principal officer under the age of 21?	NO
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	NO

Please list names, addresses, and contact information for on-site managers.

On-Site Managers

i. **Name**

Jacob Coombs

Date of Birth

08/06/1996

Phone

207-800-5822

Email

contact@marquismaine.com

Owner of Premises (Landlord) Name	638 Congress Street Partners, LLC
Address of Premises Owner (Landlord)	c/o Port Property Management, Inc., 511 Congress Street, Suite 601
City	Portland
State	Maine
ZIP	04101
Owner of Premises (Landlord) Phone	207-210-6846
Owner of Premises (Landlord) Email	sdineen@portproperty.com
Type of Food Served:	Bar snacks, including caviar, small pizzas, 'pigs in a blanket', cajun corn nuts, and a small selection of dessert bites
Please select all that will be served:	• Beer • Wine • Liquor
Days and Hours of Operation:	Sunday 4pm-12am Monday 4pm-12am Tuesday 4pm-12am Wednesday 4pm-12am

	Thursday 4pm-12am Friday 4pm-1am Saturday 4pm-1am
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	NO
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	NO
Will you permit dancing after 1:00 a.m.?	NO
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	NO
Will you have any pool tables or amusement devices (pinball, video games, juke box)?	NO
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	NO
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	NO

Please include the following:

- Letter of intent addressed to the Mayor and Members of the City Council
- Floorplan/Layout of the premises
- Menu
- Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)

Letter of intent addressed to the Mayor and Members of the City Council	LOI City of Portland - Liq License App 10-Oct-2025.docx
Floorplan/Layout of the premises	Premises Floorplan.pdf
Menu	Marquis Menu larger font (8.5 x 8.5 in) draft design 01 - 5Sep25.pdf
Purchase & Sale, Deed/Title, Lease Agreement, Berthing Agreement (Vessels), or Non-Renewal Notification from previous owner (if applicable)	Signed Lease.October 13 2017.pdf.pdf Assignment Agreement - Fully Signed - 9Oct2025.pdf

Signature Agreement

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

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

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

Signature	
Name of Signatory	Mary Meghan Bartos
Title of Signatory	Managing Member / Owner
Date	10/12/2025

Thank you for providing this information. After clicking 'Submit' your application will be processed by staff as soon as possible. You will receive an invoice of fees due by email or postal service. All fees must be paid before the application is considered complete.

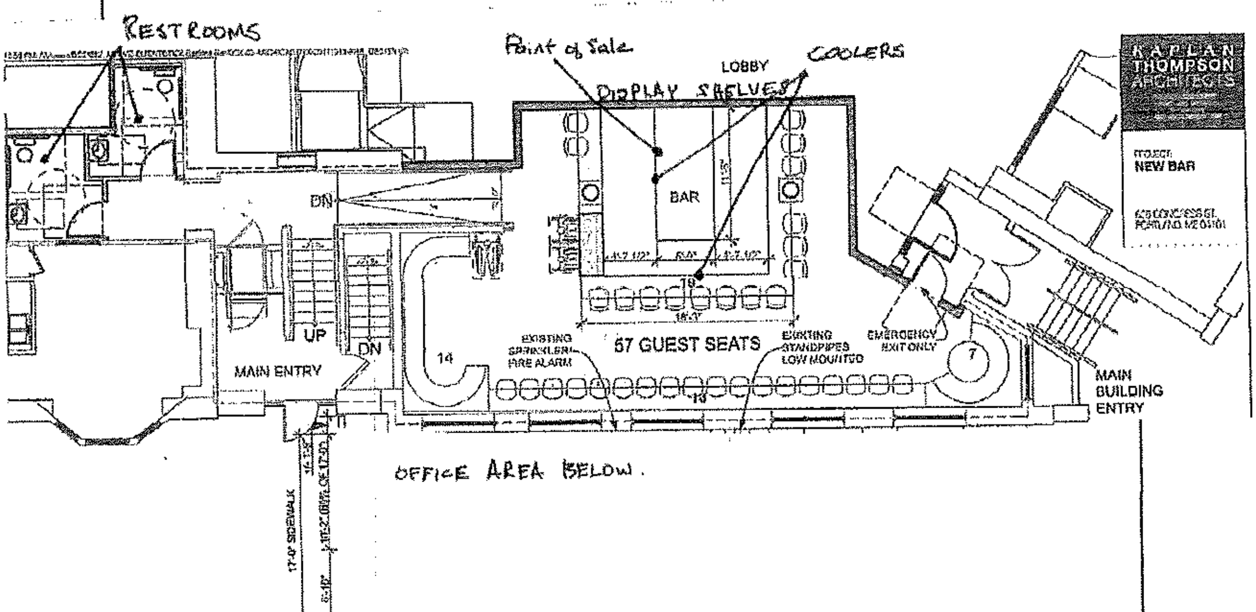
You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

the Marquis

DE LAFAYETTE

BIG EASY CLASSICS

LA LOUISIANE — $13
rye whiskey - Cognac - Vermouth - Benetictine - bitters

RAMOS GIN FIZZ — $17
gin - simple syrup - heavy cream - citrus - egg white

CAFE BRULOT MARTINI — $16
infused Cognac - rum - anise - chicory coffee - rye whiskey

SAZERAC — $14
Cognac - Peychaud's bitters - Demarara - Absinthe spritz

HURRICANE — $12
light rum - dark rum - citrus - passion fruit puree

ABSINTHE FRAPPE — $14
Absinthe - simple syrup - soda water - fresh mint

SUN KING MARTINI — $13
two-in-one, French style gin martini

LAFAYETTE PUNCH (SPECIAL) — $12
dark rum - cherry infused rum - lemon juice - simple syrup

ABSINTHE FOUNTAIN SERVICE

VIEUX PONTARLIER ABSINTHE, PER POUR — $22
France's original Pontarlier Absinthe, traditionally prepared using our 'La Fee Verte' fountains to drip ice water slowly over the Absinthe, served with sugar cube

SEASONAL COCKTAILS

BIENVENUE LAFAYETTE — $14
gin drink with stuff

SAINT JOAN — $13
vodka drink with stuff

LAFITTE'S DORADA — $15
bourbon - rhum - coffee liqueur - orange bitters

BONS TEMPS — $12
vodka drink with stuff

VOODOO QUEEN — $12
mezcal and tequila drink with stuff

LULU WHITE — $12
something tiki

THE AFTER-SUPPER CLUB

GRASSHOPPER — $12
Underberg - creme de menthe - creme de cacao - cream - mint

POUSSE L'AMOUR — $15
Maraschino liqueur - vanilla cordial - brandy

SELECTION OF BRANDYS — VARIES
See QR code following page or ask your server

SELECTION OF DIGESTIFS — VARIES
See QR code following page or ask your server

BOOZY SORBET — $12
Rotating flavors of infused, spiked fruit sorbets

the Marquis
DE LAFAYETTE

COUPLED UP

GUINESS BEER + JAMESON WHISKEY	$9
MODELO BEER + TEQUILA BLANCO	$9
MILLER HIGH LIFE + MALETTI	$9
DUVEL BEER + OLD FORESTER 86 WHISKEY	$9
CARIB BEER + PLANTERAY DARK RUM	$9

TEMPERANCE

MOCKTAIL 1 $7
Warm chocolate cake with a molten center

RAMONA VIRGIN FIZZ $10
strawberry shrub - balsamic glaze - mascarpone cream - soda

ROTATING SHANDY $8
Changes weekly, ask about our current flavor

PINA COLADA ICED TEA $5

LAVENDER BLUEBERRY ICED TEA $5

HEINEKEN NON-ABV BEER $7

BEERS, WINES & FULL SPIRIT LIST REFER TO ONLINE MENU

QR CODE

SNACKS & SWEETS

CAJUN SPICED PORK RINDS OR CORN NUTS $7
'Louisiana Cajun spiced crunchy snack, served street style

PIMENTO CHEESE SERVICE $12
Pimento cheese with jalapeno, served with house pickles and saltine crackers

PIGS IN A BLANKET $9
Puff pastry wrapped beef franks, served with Cajun sauce

ARTISAN FLATBREAD PIZZA $17
Locally sourced, hand tossed crust with red sauce and mozzarella cheese, add pepperoni + $1

TRIO OF MACARONS $10
Traditional French pastry of puff cookies with cream filling

TRIO OF PRALINES $8
French-New Orleans confection of pecans, brown sugar and butter

CAVIAR & CHAMPAGNE SERVICE

CALIFORNIAN STURGEON CAVIAR 58
Served with BBQ kettle chips and creme fraiche

BELGIAN PREMIUM CAVIAR 140
Served simply with spoon and wafer crackers (other accompaniments can be provided on request)

PIERRE GIMONNET & FILS BRUT, 375ML 40
100% chardonnay grapes, dry, with distinctive minerality

VEUVE CLICQUOT BRUT, 750ML 130
Aromatic profile marked by notes of apple, pear and peach

RUINART BLANC DES BLANCS, 750ML 245
100% chardonnay, elegant with citrus and flower notes

portland City of   Zachary Lenhert <zlenhert@portlandmaine.gov>

Marquis Lounge_150 Park St_Class X

Zachary Finley <zackf@portlandmaine.gov>   Wed, Nov 5, 2025 at 8:41 PM
To: Benjamin Pearson <bnp@portlandmaine.gov>
Cc: Tom Williams <tw@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <Kim.Lynch@maine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>

PD approves.
[Quoted text hidden]
--
Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

Marquis Lounge_150 Park St_Class X

Zoning <zoning@portlandmaine.gov> Tue, Oct 21, 2025 at 12:56 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Treasury Division <treasury@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

Good Afternoon,

The current legal use for 150 Park ST is restaurant. The legal use of bar is permitted in the B-3 Mixed-Use Zone, but a change of use permit will be required to change the use to bar.

Thank you,

Mac

--
Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him
[Quoted text hidden]

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager

November 7, 2025

C'est La Vie Ventures LLC
251 High Street
South Portland, ME 04106

Re: Approval of C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street

Dear C'est La Vie Ventures LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday November 17, 2025 at 5:00 p.m., for the review of application for Class A Lounge at 150 Park Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on November 17, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street - Sponsored by Danielle P. West, City Manager

State of Maine

Bureau of Alcoholic Beverages & Lottery Operations

Application Copy

File Number: 108358 Job Type: Amendment Application

AMENDMENT TYPE Transfer of Ownership	APPLICATION DATE RECEIVED 2025-10-10
NEW SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME C'est La Vie Ventures LLC	LICENSEE TYPE Limited Liability Company
DOING BUSINESS AS Marquis Lounge	CORPORATE NUMBER 202601751DC
INCORPORATION DATE 2025-08-29	
CORRESPONDENCE ADDRESS 251 High Street South Portland ME 04106	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME Meghan Bartos	PREFERRED CONTACT METHOD Email
CONTACT PHONE (214) 732-9200	ALTERNATE PHONE
FAX	EMAIL contact@marquismaine.com
CORPORATE STRUCTURE	

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Jacob Stanley Coombs	Managing Member		50
Mary Meghan Bartos	Managing Member		50

ADDITIONAL INFORMATION

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Marquis Lounge

OPERATOR

Jacob S. Coombs

PHYSICAL ADDRESS

150 Park Street Portland ME 04101

MAILING ADDRESS

251 High Street South Portland ME 04106

CONTACT NAME

Meghan Bartos

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(214) 732-9200

ALTERNATE PHONE

FAX

EMAIL

contact@marquismaine.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

   Answer "No" if you are a Sole Proprietor.

   Yes
   202601751DC

2. What is your expected start date?

   01/01/2026

3. Has/have applicant(s) formerly held a Maine liquor license?

   No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

   No

5. Are all licensees/applicants residents of the State of Maine?

   Yes

6. Is the applicant/licensee an individual, partnership, or association? (Not a corporation or LLC)

   No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

   No

8. Do you have a license from the Office of the State Fire Marshal? Contact (207) 626-3870 to determine whether licensure is necessary.

   No

9. Will any law enforcement officer directly benefit financially from this license, if issued?

   No

10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 What is the full name and date of birth of the person managing this premises?

Jacob Stanley Coombs, August 6th, 1996

13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

251 High Street, South Portland, ME 04106

19 What will be your business hours? Please indicate each day's open and close times.

Sunday 4pm - 12am
Monday 4pm - 12am
Tuesday 4pm - 12am
Wednesday 4pm - 12am
Thursday 4pm - 12am
Friday 4pm - 1am
Saturday 4pm - 1am

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

St Luke's Cathedral, greater than 1000 ft

21 Do you have a food menu?

Yes
(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	Marquis Menu larger font (8.5 x 8.5 in) draft design 01 - 5Sep25.pdf	
Premises Floor Plan	Premises Floorplan.pdf	
Supplemental Ownership Form	CLV License App - 102 Supplemental Ownership	

APPLICANT

Mary Meghan Bartos

DECLARATION

☑ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to $2,000 or by both.

CITY OF PORTLAND
IN THE CITY COUNCIL

ORDER
GRANTING MUNICIPAL OFFICERS' APPROVAL OF:

C'est La Vie Ventures LLC, dba Marquis Lounge. Application for Class A Lounge at 150 Park Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 29, 2025

SUBJECT: Order 86-25/26 Granting Municipal Officers' Approval of Blue Barren LLC, dba Barrens. Application for B/W/D at 324 Fore Street - 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: N/A

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

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 10/28/25. Location was previously Sweetgrass Winery and Distillery.

Five affirmative votes are required for passage of items on the consent calendar 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. 2025.11.17_The Barrens_Council Packet
2. 2025.11.17_Barrens_Council Order

Prepared by:
Date: 10/29/2025

BLUE BARREN
DISTILLERY

Letter of Intent 10/10/25

To the Mayor and Members of the City Council;

We are asking for all the proper licensing and permitting for approval to open a tasting room and retail space for our line of spirits, at 324 Fore Street, Portland Maine.

This space was previously used by Sweetgrass Winery and Distillery, and we are planning on using the space just as they had.

We are a small batch distillery using Maine ingredients to produce over 20 products, based on our 9th generation wild blueberry farm in Hope, Maine.

Thank you for your consideration,
Jeremy Howard and Andrew Stewart
Co-Owners of Blue Barren Distillery
128 Jones Hill Road
Hope, ME 04847

CITY OF PORTLAND

Permitting and Inspections Department

Application for Brewery, Winery and Distillery On Premise Consumption License

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

Business Information			
Business Name (d/b/a):	BLUE BARREN DISTILLERY D/B/A/ "BARRENS"	Phone: 207	975-2367
Location Address:	324 FORE STREET PORTLAND	Zip:	04101
If new, what was formerly at this location:	SWEETGRASS WINERY + DISTILLERY		
Mailing Address:	128 JONES HILL RD. HOPE, ME	Zip:	04847
Contact Person:	JEREMY HOWARD	Phone: 207	975-2367
Contact Person Email:	JEREMY@BLUEBARREN.COM		
Manager of Establishment:	JEREMY HOWARD — Date of Birth: 9.1.76	Phone: 207	975-2367
Owner of Premises (Landlord):	MATTHEW CARDENTE - FORE ST. INVESTMENTS, LLC		
Address of Premises Owner:	322 FORE ST. PORTLAND, ME	Zip:	04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name	Corporate Mailing Address		
BLUE BARREN LLC	128 JONES HILL RD HOPE, ME	Zip:	04847
Contact Person:	JEREMY HOWARD	Phone:	207-975-2367

Principal Officers	Title	Date of Birth	Residence Address
JEREMY HOWARD	OWNER	9.1.76	54 JONES HILL RD HOPE, ME
ANDREW STEWART	OWNER	12.31.75	50 DIRT RD. CAMDEN, ME

CITY OF PORTLAND

Permitting and Inspections Department

Type of Establishment:	Brewery / Winery / Distillery
Hours & days of operation:	NOON - 6PM EVERY DAY OF THE WEEK

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment?	Y/N
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of amusements: ___________ # of pool tables: ____________	
What is your targeted opening date? 12·1·25	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

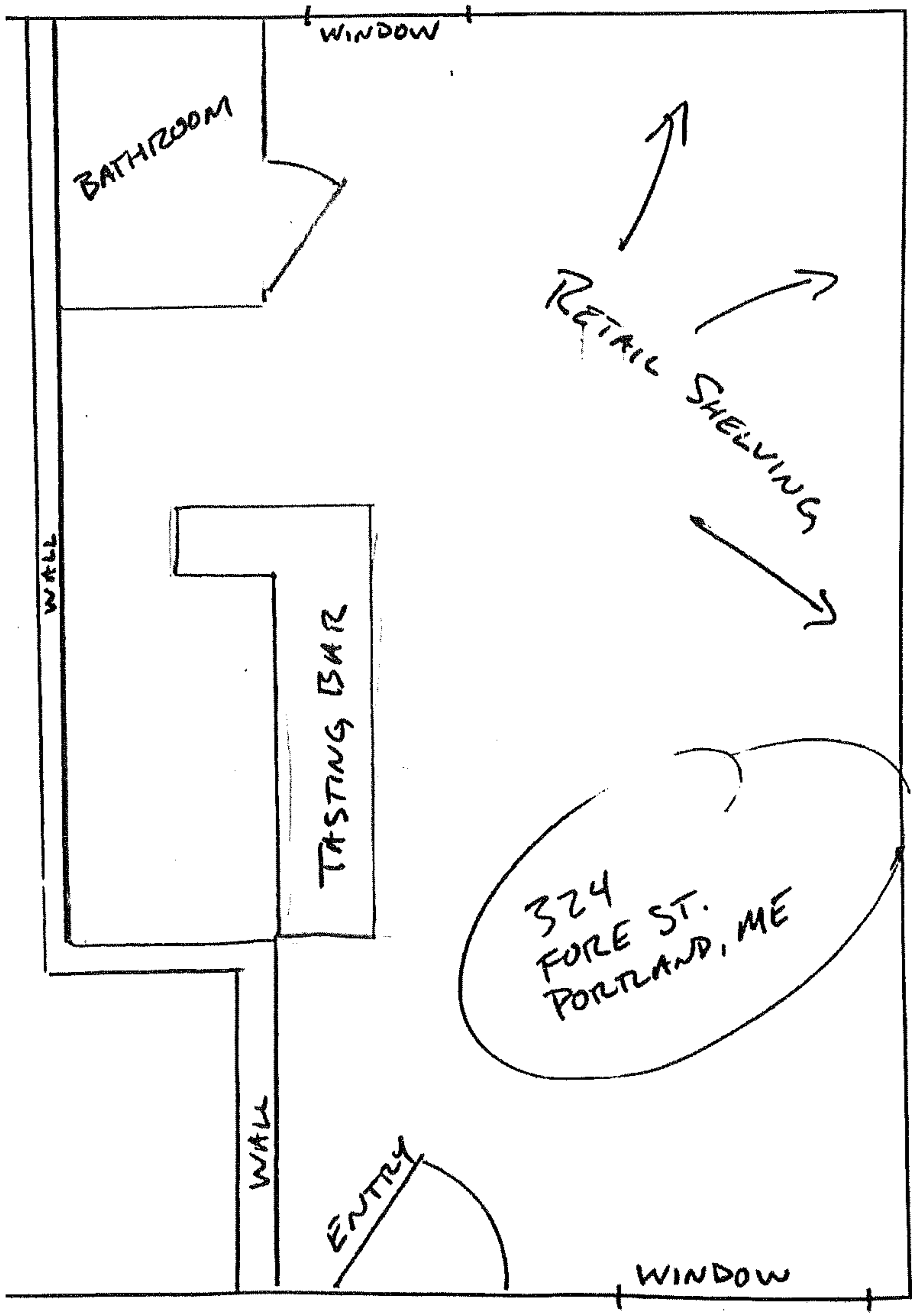
I Soren Howard **do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require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

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

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

Signature Soren Howard Title OWNER Date 10/22/25

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



FORE ST. / SIDEWALK

Blue Barren Distillery_BWD_324 Fore St

Zachary Finley <zackf@portlandmaine.gov> Wed, Nov 5, 2025 at 8:40 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Treasury Division <treasury@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

City of portland

Zachary Lenhert <zlenhert@portlandmaine.gov>

Blue Barren Distillery_BWD_324 Fore St

Zoning <zoning@portlandmaine.gov> Mon, Nov 3, 2025 at 3:58 PM
To: Zoning <zoning@portlandmaine.gov>
Cc: Treasury Division <treasury@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

Hello,

Zoning would consider the proposed legal use *retail & bar.* The records for this property are fairly disorganized due to the number of CBLs associated. I cannot locate any building permit or Certificate of Occupancy confirms the legal use of *retail & bar* for 324 Fore St. However, I did locate a sign permit from 2014 (signed off by Ann Machado) that states the legal use is *retail.* This permit is associated with CBL 029 C006003, and calls the location "Unit 3." I also came across a Certificate of Occupancy for 029 C006004 that confirms a legal use of *retail & drinking establishment* for unit 4. Unit 4 is Maine Beer Hub.

After discussion with Ann, she has determined that because we have some form of documentation of *retail* being an established use at 324 Fore St, and the previous tenant, Sweetgrass Winery & Distillery, was operating as a bar for some time, she will allow zoning to sign off on this license without the necessity of a change of use.

Zoning approves.

Will Valentine

[Quoted text hidden]

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager

November 7, 2025

Blue Barren LLC
128 Jones Hill Road
Hope, ME 04847

Re: Approval of Blue Barren LLC, dba Barrens. Application for B/W/D at 324 Fore Street

Dear Blue Barren LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday November 17, 2025 at 5:00 p.m., for the review of application for B/W/D at 324 Fore Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

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

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

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing
City of Portland

A Public Hearing will be held on November 17, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Blue Barren LLC, dba Barrens. Application for B/W/D at 324 Fore Street - Sponsored by Danielle P. West, City Manager

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS' APPROVAL OF:

Blue Barren LLC, dba Barrens. Application for B/W/D at 324 Fore Street.

MEMORANDUM
City Council Agenda Item

FROM: Wesley Brumbaugh

DATE: October 30, 2025

SUBJECT: Order 87-25/26 Accepting the Donation of a Tool House from the Stewards of Western Cemetery - Sponsored by Danielle P. West, City Manager

SPONSOR: City Manager, Danielle West
(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 11/17/2025 **Final Action**

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: This does not require a contract.

PRESENTATION: Wesley Brumbaugh, Cemeteries Director

I. SUMMARY
Acceptance of a gift of a tool house valued at $45,000.00 from the Stewards of Western Cemetery.

II. AGENDA DESCRIPTION
If approved, this order would accept the gift of a shed from the Stewards of Western Cemetery to be built at Western Cemetery. The shed is valued at $45,000.00 and will be a newly constructed, historically appropriate tool house intended for installation on the original footprint of a long-demolished structure. The Stewards of Western Cemetery have commissioned and funded the design, construction, and installation of this tool house. The purpose of the structure is to provide appropriate storage for the materials and implements used by the Stewards in their ongoing restoration efforts of the grounds and monuments within this Portland Historic Cemetery.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND
See agenda description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED
Western Cemetery will receive a new tool shed.

V. FINANCIAL IMPACT
N/A

VI. STAFF ANALYSIS AND BACKGROUND
The Stewards of Western Cemetery have been instrumental in the restoration and renewal of this historic cemetery, working in coordination with the Cemeteries Department for some time.
Their significant contributions to date include:

- Restoring and repairing numerous stones and monuments.
- Leading community events to remove invasive plants.
- Recently completing the installation of a walking path and fence along the Western Prom boundary.

These volunteer efforts have substantially contributed to the renewal of a long-neglected public space. The proposed Tool House structure will greatly aid and enhance the Stewards' ongoing work by providing appropriate storage for their materials. While considerable progress has been made, the Tool House is a vital asset that will support continued efforts to restore Western Cemetery as a sanctuary of solace in the heart of the West End.

VII. RECOMMENDATION

The Cemetery Division of Parks, Recreation, and Facilities recommends the acceptance of the Tool House Gift.

VIII. LIST ATTACHMENTS

1. Order - Accepting a Tool House from the Stewards of Western Cemetery

Prepared by:
Wesley Brumbaugh
Date: 10/30/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER ACCEPTING THE DONATION OF A TOOL HOUSE FROM THE STEWARDS OF WESTERN CEMETERY

ORDERED, that the donation of a tool house from the Stewards of Western Cemetery is hereby accepted.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 7, 2025

SUBJECT: Reconsideration of Order 83-25/26 Amendment to the Portland City Code Chapter 28 RE: Snow Ban Fee - Sponsored by Sustainability & Transportation Committee, Councilor Regina Phillips, Chair

SPONSOR: Sustainability and Transportation Committee, Regina Phillips, Chair. The Committee met on October 8, 2025 and voted 3-0 to refer this proposed change to the City Code to the City Council.

(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 Action cannot be taken at a later date in order to implement the approved change prior to the 2025-26 winter season.

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

PRESENTATION: Parking Director Tony Wirkus will provide an overview and be available for questions.

I. SUMMARY

II. AGENDA DESCRIPTION

Councilor Wesley Pelletier has requested that this order be returned to the agenda for reconsideration. It was approved, as amended by a motion from Councilor Phillips to reduce the fee from $175 to $130, by a vote of 8-1 (Sykes) on November 3, 2025. A motion to reconsider is required to be approved before the item can be taken back up.

At its October 8, 2025 meeting, the Sustainability & Transportation Committee unanimously recommended this item to the Council for approval.

The proposed change to Chapter 28 of the Portland City Code would increase the fine for failing to move a vehicle during winter storm parking bans from $40.00 to $175.00. The goal of the change is to increase compliance and improve the speed and efficiency of snow removal, and ultimately the safety and accessibility of city streets. Historically, the City has attempted to tow vehicles found to be in violation of winter storm parking bans. The total cost to reclaim a towed vehicle within 24 hours is $210.00 ($40 parking fine + $35 impound fee + $135 towing charge). However, a variety of constraints will reduce the scale of potential towing during the 2025-26 winter season, including the loss of a large-scale inbound lot at Ocean Gateway terminal, inconsistent availability of tow truck operators, insufficient capacity of tow truck operators to tow vehicles at the scale needed to be an effective deterrent, and city staffing constraints.

In connection with the proposed parking fine increase, the City would add six (6) additional snow ban parking locations where residents can relocate their cars free of charge. These locations will supplement fifteen (15) free locations previously used, and seven (7) locations (including garages) that charge a fee.

If approved, City staff would implement a communications campaign on the changes prior to winter's onset, and would enhance communications efforts with the public following the declaration of a parking ban.

Five affirmative votes are required for passage, should this item be amended or voted on a second time. Public comment for this item was taken on November 3, 2025.

III. BACKGROUND

During significant snow events, the City Manager has the authority to declare an emergency parking ban to aid in snow removal efforts throughout the City of Portland. While this declaration may be inconvenient at times, it is necessary to maintain accessibility for first responders and residents.

Historically, the Police Department cites and tows vehicles that interfere with snow removal efforts at the direction of Public Works. The vehicles are towed to a city-owned lot that is staffed by the Parking Division and Police Department. While there is a significant lack of compliance, the scope of towing is limited due to time and resources. The current operation has been carried out in this form for many years but needs to be reviewed due to the changing landscape of the peninsula.

In addition to the lack of compliance and resources to enforce the ban, the prospect of maintaining an impound lot on the peninsula or nearby presents a constant challenge. The impound lot has moved several times over the history of the emergency snow ban, most recently to the Ocean Gateway Lot located at Commercial St. and India St. The Ocean Gateway Lot will become the site of Harbor Commons park and is scheduled to close to parking in November. Staff have been actively exploring other options, but have not been successful in securing an alternate location. As the peninsula continues to become more densely populated, identifying a large, unused parking lot that is suitable for an impound lot during an emergency snow ban will be a perennial problem that is likely to become increasingly difficult.

Chapter 28 Traffic and Motor Vehicles (Section 28-51) of the Portland City Code stipulates fines for various parking violations. If a vehicle is in violation of the emergency parking ban and is towed, the total cost to reclaim the vehicle within 24 hours is $210. If a vehicle is in violation of the ban and not towed, but the owner is cited, the fee is $40. Currently, there is a significant lack of compliance with the parking ban due to low fines and the relatively small degree of towing. There is not enough time and resources to equitably enforce the ban as it's not possible to tow every vehicle. The disparity of enforcement due to these limiting factors impedes the ability of the Public Works Department to clear the roads and makes the city less accessible to first responders and residents.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Improved speed and efficiency of winter storm snow clearing in order to ensure streets are safe and accessible as soon as possible after a winter storm.

V. FINANCIAL IMPACT

There are no material costs impacts anticipated related to approval of the amendment. Because the goal of the amendment is improved compliance with winter parking bans, staff do not anticipate material changes in parking fine revenue.

VI. STAFF ANALYSIS AND BACKGROUND

In order to gain additional compliance, staff propose to increase the citation fee from $40 to $175. If a vehicle is towed to a private operator's lot during snow ban hours, the citation fee will be reduced to $40, which would, in combination with towing fees, result in a more equitable penalty for lack of compliance with the existing ordinance. In addition to increasing the citation, staff propose adding approved snow ban parking locations in the areas below.

- Baxter Blvd - Coveside between Preble St. Ext. and Bates St
- Eastern Promenade - Extend closer to Major Charles Loring Memorial Park
- St. James - Odd side next to the park
- Douglass St. - Odd side next to the park
- Rainbow Mall Road - Next to the woods
- Valley St. - South of C St. next to the park

Below is a list of currently approved snow ban locations which includes public and private options.

- Dougherty Field Skate Park parking lot.
- Deering Oaks - Parking on Tennis Court Road Only
- Fitzpatrick Stadium Parking Lot
- Hadlock Field Parking Lot
- All Portland Public School Parking lots (except Reiche Community Center lot; limited parking at Presumpscot School)
- Cutter Street Lots (off the Eastern Prom)
- Beach Street lot
- Angelo's Acre (city lot at the corner of Park/Commercial Streets)
- On Peaks Island, snow ban parking is available at the Welch St. Parking Lot
- Western Prom (The entire waterside of the Western Prom
- Eastern Prom (Turner St. to the East End School Property light pole 33; waterside)
- Marginal Way (limited to certain segments)
- Preble Street Extension Parking Lot (Across from Hannaford)
- State Street Extension (between Forest Avenue and Park Avenue)
- Spring Street Garage ($3 snow ban rate)
- Elm Street Garage ($3 snow ban rate)
- Arts District Garage (Private operator offers snow ban parking for a fee)
- Cumberland County Courthouse Garage (Private operator offers snow ban parking for a fee)
- Ocean Gateway Garage (Private operator offers snow ban parking for a fee)
- Public Market Garage (Private operator offers snow ban parking for a fee)
- Temple Street Garage (Private operator offers snow ban parking for a fee)

Subject to City Council approval of the parking fine amount, staff will implement a communication plan to educate residents and visitors about the change through existing digital assets, fliers, and other means. Every effort will be made to educate the public about the change and how to sign up for snow ban notifications. This plan is in line with the procedure that takes place each year with the start of street maintenance restrictions.

The exact financial impact is unknown. In FY25, 868 citations for $40 were issued, resulting in $34,720 in fines. While this measure would substantially increase the fine, staff also anticipate an increase in compliance. It is not anticipated that additional revenue will be collected by increasing the citation fee. The new fee structure would be a lower out-of-pocket cost compared to the previous towing, impound and citation fees, resulting in a more equitable approach to enforcement. The current citation fee is one of the lowest among peer cities reviewed.

City	**Citation Fee**	**Tow Fee**
Boston, MA	$100.00	$105.00*
Manchester, NH	$150.00	$200.00
Dover, NH	$56.00	Varies**
Syracuse, NY	$75.00	Varies
Burlington, VT	$75.00	$75.00
Portsmouth, NH	$35.00	Varies**
Concord, NH	$50.00	$185.00***
*$90 tow fee, $3 /hour storage fee, up to $15/day for City-owned tow lot		
**Fees vary per private towing company's rates, NH State limit $175. Private companies can charge service and storage fees.		
***$50.00 ticket fee waived if towed		

VII. RECOMMENDATION

Approve the proposed amendment to the Portland City Code.

VIII. LIST ATTACHMENTS

1. Amendment - Ch 28 re Snow Ban
2. Snow Ban Parking Maps

Prepared by:
Date: 11/07/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 28 RE: SNOW BAN FEE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. That Section 28-51 of the Portland City Code Chapter 28 is hereby amended to read as follows:

***

Sec. 28-51. Traffic schedule.

The stopping, standing and/or parking of motor vehicles and movement of traffic are hereby regulated on the streets or parts of streets and ways and on publicly owned property as set forth on the traffic schedule and, when signs are erected giving notice thereof the stopping, standing and/or parking of motor vehicles and movement of traffic shall be regulated as set forth on the schedule for such streets or parts of streets and ways and on such publicly owned property. The traffic schedule shall be updated regularly by the city's traffic engineer and kept on file in the office of the city clerk. Amendments to the traffic schedule shall be made by the traffic engineer acting pursuant to his or her authority under this chapter or by order of the city council.

Parking Violations and Waiver Fees

1	Expired Meter or receipt/no receipt/receipt face down	$25.00
[2...		
[3	repealed by Order 109-FY18 when odd/even house numbers overnight parking rule ended]	
4	No Parking This Side of Street	$40.00
5	Double Parking, Obstructing Traffic, or Parking in bicycle lane	$40.00
6	Parking in Hazardous Area -Fire Hydrant-Crosswalk	$70.00
7	Snow Removal or Plowing Area	$175.00~~40.00~~

8	No Parking Bus Stop	$40.00
9	Blocking Driveway (On Complaint)	$40.00
10	Displaying vehicle for sale	$25.00
11	Washing, greasing or repairing such vehicle except for repairs necessitated by an emergency	$25.00
12	Advertising purposes	$25.00
13	Storage/abandoned vehicle (10 consecutive days)	$30.00
14	Angle Parking Only	$30.00
15	Parking a Vehicle 20' or more in Residential Area November-March	$30.00
16	Camper, Trailer, boat, Etc. Over 24 hrs in any 7 calendar day period	$30.00
17	Driver to Remain with Vehicle in Taxi Stand	$30.00
18	Non-EV parking at EV charging station or EV at charging station not plugged in	$40.00
19	Unregistered motor vehicle	$35.00

A....	Parking in Disabled Zone	$200.00
B....	Other.	
C	Prolonged Parking-Feeding Meters	$30.00
D	Overtime In Time Zone (Green Sign)	$20.00
E	No Parking Zone	$40.00
F	No Parking Between Signs	$40.00
G	No Parking Here To Corner	$40.00
H	No Parking Taxi Stand	$40.00
J	No Parking Intersection	$40.00
K	No Parking Sidewalk	$40.00
L	No Parking / Dual Rear Wheels/ Overtime Commercial Vehicle Zone	$40.00
M	No Parking Against Traffic Flow	$40.00
N	Posted Emergency No Parking Zone	$40.00
P	No Parking More than 18" from Curb	$40.00
Q	No Stopping or Standing	$40.00
R	No Parking City Lot or Property (Permit Required)	$40.00
S	No Parking on Esplanade	$40.00
T	No Parking That Takes More Than One Parking Space	$25.00
U	Interference with enforcement	$500.00

***

City of Portland
Winter 2024 - 2025
Snow Ban Parking Locations

public works

The City offers numerous free options for parking on the peninsula during a snow ban. These lots are available after 5:00 PM on weekdays on the day a ban is called unless otherwise posted.

School lots and Unrestricted Parking Areas can be accessed earlier on weekends/when school is not in session

All vehicle owners must REMOVE THEIR VEHICLES from these designated areas listed below by **7:00 AM (Except for school lots, which are 6:30 AM and by 8:00 AM for the Promenades, State St Ext., and Marginal Way) the morning the ban is removed. **

The City may tow, at the owner's expense, any vehicle which has not been removed by the deadline:

- Deering Oaks - Parking on the Tennis Court Road Only **Park only on the left side of the road** **No parking on the right side**
- Fitzpatrick Stadium Parking Lot – **Please park behind the Ice Arena. Do not park adjacent to the Ice Arena**
- ~~Hadlock Field Parking Lot~~ Inactive (No Parking)
- All Portland Public School Parking lots **Except Reiche Community Center Lot (Clark St) which abuts the School and Playing field. This lot is reserved for Community Center use only at all times **Must be out of all school lots by 6:30 AM. **
- Longfellow School Lot **Is currently open for snow ban parking**
- Presumpscot School Lot **Limited Parking**
- Cutter St. Lots (off the Eastern Prom) **Eastern Prom Cutter St Middle Lot is closed** **Do Not Park on the East End Boat Ramps**
- Beach St. lot - Accessible from Commercial St. after 8 PM.
- City lot at the corner of Park and Commercial Streets across the street from the IMT (International Marine Terminal) AKA Angelo's Acre, 441 Commercial St.
- On Peaks Island, snow ban parking is available at the Welch St. Parking Lot
- Western Prom - The entire waterside of the Western Prom
- Eastern Prom - Turner St. to the East End School Property light pole 33 (waterside)
- Marginal Way - Plowman to just before the entrance area to the East End Wastewater treatment Plant (Waterside Only) ** **Please do not park on Marginal Way if there is flooding or standing water** **Parking is not allowed in the Maine DOT Park and Ride Lot. **
- Preble Street Extension Parking Lot (Across from Hannaford) - Adhere to the spaces that are designated for snow ban parking. **Please be aware with ongoing construction in this area. **
- State Street Extension - Parking is available on State St Ext between Forest Ave & Park Ave across from the entrance to Deering Oaks Park. **Left side of the road only** where parking is typically available. **Adhere to any no parking signs closest to Forest Ave.**

Most parking garages will be available during snow bans at reduced rates. For a complete list of city-owned and privately operated parking garages, visit the city's website at https://www.portlandmaine.gov/430/Garages-Lots

Vehicles must be out of these alternate parking lots by 7:00 AM (unless otherwise noted) the morning the ban is lifted.

Public Works Customer Service: 207-874-8493
Parking Ban Hotline: 207-879-0300

Legend

Open Space
Schools
Yellow Zone

Snow Ban Parking Locations

Inactive (No Parking)
Active (Parking)

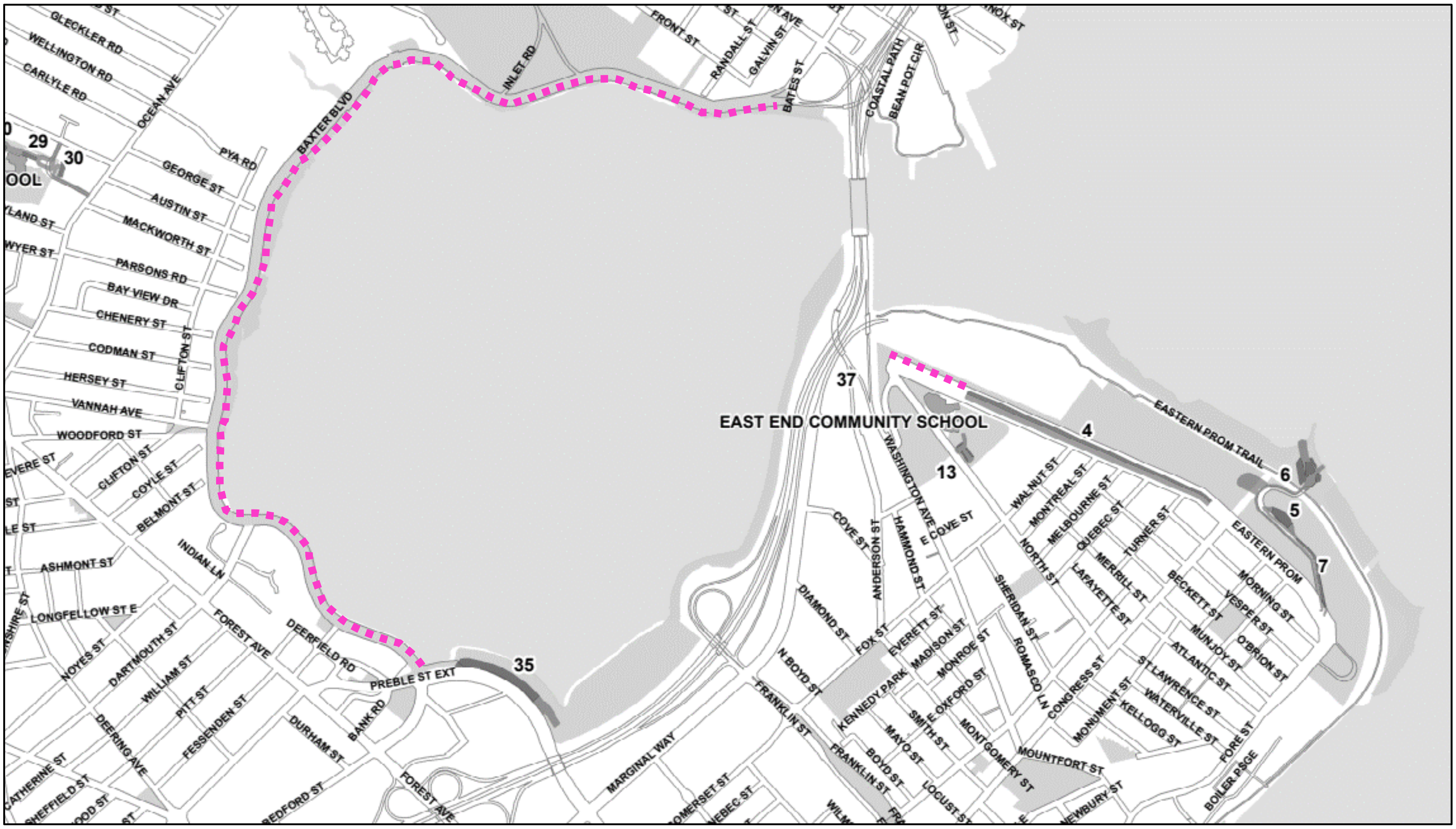
0 0.35 0.7 Miles

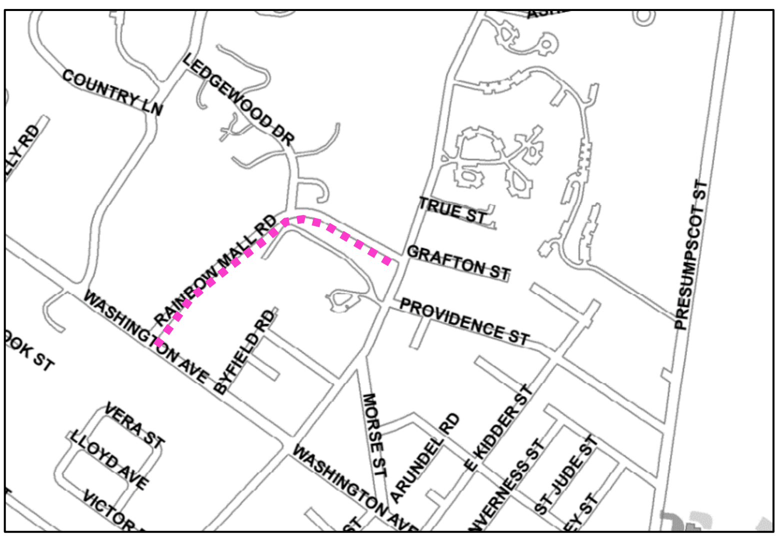
Map created by the City of Portland's Department of Public Works 2/12/2025

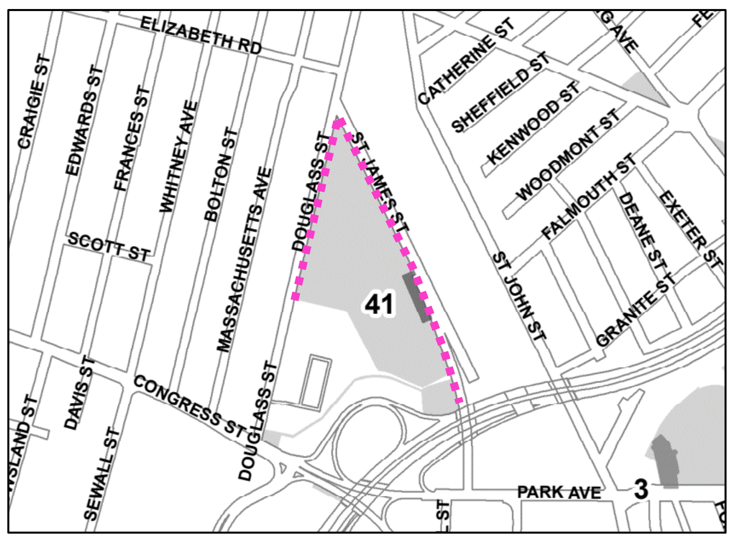
Snow Ban Parking Locations

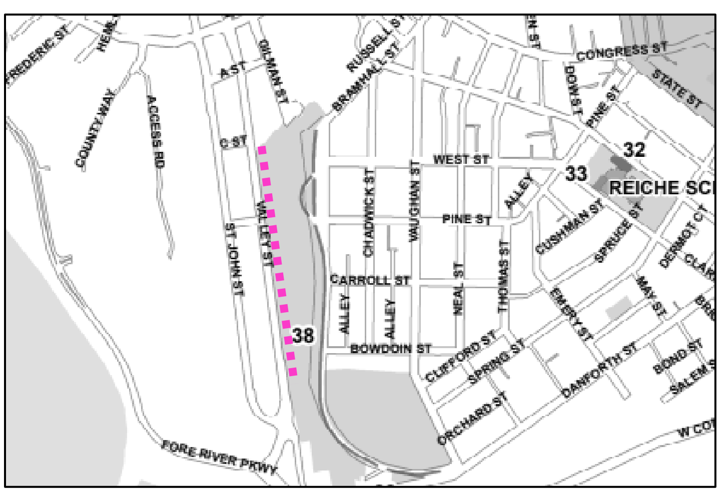
1	Deering Oaks Park	15	Deering High School	29	Ocean Ave School
2	State Street Lot	16	Longfellow School	30	Ocean Ave School
3	~~Hadlock Field Parking Lot~~ Inactive	17	Lincoln Middle School	31	Presumpscot School
4	Eastern Prom - On Street Parking	18	Lincoln Middle School	32	Reiche School
5	Cutter St Upper Lot - Eastern Prom	19	Amanda C. Rowe Elementary School	33	~~Reiche School~~ Inactive
6	Cutter St Lower Lot - Eastern Prom	20	Ocean Ave School	34	State Street - On Street Parking
7	Cutter St Parking - Eastern Prom	21	Presumpscot School	35	Preble St Ext Parking Lot (Back Cove)
8	Angelo's Acre Lot - Commercial St	22	Gerald E. Talbot Community School	36	State Street Extension
9	Beach St	23	PATHS	37	Marginal Way (Nearest to U-Haul Facility)
10	Welch St (Peaks Island)	24	PATHS	38	Western Promenade
11	King Middle School	25	PATHS	39	Western Promenade
12	Fitzpatrick Stadium	26	PATHS	40	Western Promenade
13	East End School	27	Lyman Moore Middle School	41	Skate Park Lot - St James St
14	Deering High School	28	Harrison Lyseth Elementary School		

Additional Approved Snow Ban Parking Locations 2025-26









MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 22, 2025

SUBJECT: Order 88-25/26 Approving the Police Department's Acquisition of an Unmanned Aerial Vehicle in Accordance with 25 M.R.S.A. §4501 - Sponsored by the Health & Human Services and Public Safety Committee, Councilor Anna Bullett, Chair

SPONSOR: Health & Human Services and Public Safety Committee, Councilor Anna Bullett, Chair. The committee met on September 9, 2025 and voted 3-0 to recommend approval by the City Council.

(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

An Unmanned Aerial System (UAS) — commonly called a drone — for police use is a coordinated set of airborne, ground, and human components operated together to accomplish a variety of approved law-enforcement missions. A UAS typically includes the unmanned aircraft (vehicle), the ground control station and communications link, sensors and payloads, trained operators and observers, and the policies and procedures that govern safe, legal, and effective operation.

The benefits of a UAS include: enhanced search and rescue operations, accident reconstruction, and enhanced officer safety during high risk engagements.

UAS systems have been in use by local, state and federal law enforcement agencies for more than a decade. With appropriate policies and safeguards, these systems provide an opportunity to help maintain public safety with greater efficiency and effectiveness in accordance with the rights of residents and applicable legal requirements. UAS use by Maine law enforcement agencies is well-regulated by state statute and regulations imposed by the Maine Attorney General's Office. UAS operations are also regulated by the Federal Aviation Administration (FAA).

The Portland Police Department has drafted a Standard Operating Procedure ("SOP") that will govern the department's use of the UAS. The SOP is fully aligned with, and builds upon, applicable state and federal requirements.

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 PD use of UAS

Prepared by:
Date: 10/22/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER APPROVING THE POLICE DEPARTMENT'S ACQUISITION OF AN UNMANNED AERIAL VEHICLE IN ACCORDANCE WITH 25 M.R.S.A. §4501

WHEREAS, the Portland Police Department, which is the law enforcement agency in the City of Portland, seeks to acquire an unmanned aerial vehicle to accomplish a variety of law-enforcement functions; and

WHEREAS, unmanned aerial vehicles have been used by local, state, and federal law enforcement agencies for more than a decade; and

WHEREAS, with appropriate policies and safeguards in place, unmanned aerial vehicles can help improve public safety in a variety of ways, including, but not limited to, enhancing search and rescue operations, accident reconstruction, and officer safety during high-risk engagements; and

WHEREAS, use of unmanned aerial vehicles by law enforcement agencies is well-regulated by Maine statutes including 25 M.R.S.A. §4501, regulations imposed by the Maine Attorney General, and by federal laws and Federal Aviation Administration regulations; and

WHEREAS, the City Council recognizes that unmanned aerial vehicles can present a potential threat to the privacy of the City's residents, but that they can also provide a very real benefit to law enforcement; and

WHEREAS, before acquiring an unmanned aerial vehicle, the Portland Police Department requires the City Council's approval pursuant to 25 M.R.S.A. §4501(3).

NOW, THEREFORE BE IT ORDERED, that pursuant to 25 M.R.S.A. §4501(3), the City Council of Portland Maine hereby approves and authorizes the acquisition of an unmanned aerial vehicle by the Portland Police Department; and

BE IT FURTHER ORDERED, that the City use of any unmanned aerial vehicles shall be in accordance with all applicable state and federal laws, rules and regulations governing the use of such vehicles; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute any documents that are necessary or appropriate to effect the intent and purpose of this order.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: October 31, 2025

SUBJECT: Order 89-25/26 Approving a Partial Release and Restatement of Deed Covenants between the City of Portland and MCDP Douglass, LLC re Dougherty Commons Phase 3 - Sponsored by Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee, Councilor Pious Ali, Chair. The HEDC met on July 15, 2025 and voted 4-0 to recommend this item for approval by the City Council

(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 11/17/2025 **Final Action 11/17/2025**

Can action be taken at a later date: Yes

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

PRESENTATION: Mary Davis will be available for questions.

I. SUMMARY

Partial Release of Deed Covenants to facilitate the creation of affordable housing.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on July 15, 2025 and voted 4-0 to recommend approval of this item by the City Council.

Maine Cooperative Development Partners is requesting an amendment to allow for Phase 3 of Dougherty Commons to have the flexibility to be built as rental apartments or for-sale condominiums. If built as for-sale condominiums, all 42 units will be affordable to households earning 100% area median income (AMI) or less, and eleven will be workforce housing units as defined by the City (affordable at 80% AMI). Financing will be similar to Phase 2 which is currently under construction, except that no City funding is required. Under previous financing strategies, MCDP indicated that Affordable Housing Tax Increment Financing (AHTIF) and funding from the Jill C. Duson Housing Trust Fund may have been required. The new funding strategy includes a construction loan from a community bank (currently have a term sheet from Maine Community Bank), BlueHub, and over $1.5M in grant funds from MaineHousing. If built as rental housing, previously approved covenants requiring at least 9 units be rented and affordable to households earning less than or equal to 50% of the AMI, 2 units rented and affordable at 80% AMI and 31 units rented and affordable at 100% AMI. If this amendment is approved, construction could start in early 2026 with the last building occupied by the end of 2028.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

If this amendment is approved, Maine Cooperative Development Partners will have the flexibility needed to create workforce housing, rental or homeownership, without additional financial assistance from the City. It is likely that Phase 3 at Dougherty Commons will be able to move forward more quickly, with the developer estimating that construction could start as early as the beginning of 2026.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

V. FINANCIAL IMPACT

N/A

VI. STAFF ANALYSIS AND BACKGROUND

Providing the flexibility to move forward with Phase 3 at Dougherty Commons as either a rental or a homeownership project will likely result in Phase 3 moving into construction at a quicker pace.

VII. RECOMMENDATION

Staff is recommending approval of this item by the City Council.

VIII. LIST ATTACHMENTS

1. Partial Release of Deed Covenants re Dougherty Commons Unit 3 clean for Council 110725

Prepared by:
Mary Davis, Division Director
Date: 10/31/2025

PARTIAL RELEASE AND RESTATEMENT OF DEED COVENANTS

DLN: ___________________

CITY OF PORTLAND, a body corporate and politic and a Maine municipal corporation ("Grantor" of "City"), FOR CONSIDERATION PAID, releases to **MCDP DOUGLASS, LLC**, a Maine limited liability company with a mailing address of 6 City Center, Floor 3, Portland, Maine 04101 ("Grantee"), and restates the following conditions set forth in the deed from Grantor to Douglass Commons, LLC dated March 20, 2024 and recorded in the Cumberland County Registry of Deeds in **Book 40660, Page 303** (the "Source Deed"): the opening paragraph of section 4, and subsections 4(b)(iii), 4(b)(v), and 5(c) in Exhibit B to the Source Deed are deleted in their entirety and replaced with the versions of the opening paragraph of section 4, and subsections 4(b)(iii), 4(b)(v), 4(b)(vi), and 5(c) set forth in Exhibit A attached hereto.

Grantor is not hereby releasing the other conditions, restrictions and option to purchase set forth in Exhibit B to the Source Deed subject to which the property described in the aforesaid deed was conveyed.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by Danielle P. West, its City Manager, duly authorized, on this _____ day of ______________, 2025.

CITY OF PORTLAND

____
Danielle P. West
Its City Manager

STATE OF MAINE
COUNTY OF CUMBERLAND ____________________, 2025

Personally appeared the above-named Danielle P. West, City Manager of the City of Portland, as aforesaid, and acknowledged the foregoing to be her free act and deed in her said capacity, and the free act and deed of said City of Portland.

Before me,

____
Attorney-at-Law/Notary Public
Commission Expires:
Print Name:

45 Dougherty, LP, the current owner of Unit 1, hereby accepts and agrees to the amendments set forth herein on its behalf and the behalf of its successors and assigns.

45 DOUGHERTY, LP

By: ________________________________
Name: ______________________________
Its: ________________________________

Grantee, the current owner of Unit 2 and Unit 3, hereby accepts and agrees to the amendments set forth herein on its behalf and the behalf of its successors and assigns.

MCDP DOUGLASS, LLC

By: ________________________________
Name: ______________________________
Its: ________________________________

EXHIBIT A

Restated Provisions of Exhibit B of the Source Deed

4. Construction of Project; Affordability. Grantee shall declare, and submit the Premises to, a condominium to be named Dougherty Commons Condominium (the "Dougherty Commons Condominium"), which shall consist of three units the boundaries of which will be shown on the Condominium Plat to be recorded in the Cumberland County Registry of Deeds: A building together with associated limited common elements consisting of 63 units of rental housing will be constructed on Unit 1 (the "Unit 1 Project"); Two buildings together with associated limited common elements consisting of 20 home ownership condominium units will be constructed on Unit 2, and, if elected by the Unit 2 owner, a roof top solar unit that need not be built (the "Unit 2 Condominium") (these Unit 2 units will be a sub-condominium created within Unit 2 and not separate units within the Dougherty Commons Condominium); and Four buildings together with associated limited common elements consisting of 42 units of either home ownership condominium housing or rental housing will be constructed on Unit 3 (the "Unit 3 Project"). On or before June 15, 2024, Grantee or successor owner of the Units shall commence construction on Units 1 and 2, and on or before November 21, 2027, Grantee or successor owner of the Unit shall commence construction on Unit 3. The provisions of this Section 4 will be included in the declaration, plats, and plans for the Dougherty Commons Condominium and the Unit 2 Condominium, as applicable. Units 1, 2, and 3 are referred to collectively herein as the "Project."

* * *

4. b. iii. Unit 3 will include no less than 42 affordable units, with a mixture of one-, two-, and three-bedroom units in four three-story buildings.

* * *

4. b. v. If the Unit 3 Project is a rental housing project, then, for a period of 99 years after the 42 rental units on Unit 3 have been completed, at least 9 units shall be affordable to, and will only be rented to, households earning less than or equal to 50% of AMI, at least 2 units shall be affordable to, and will only be rented to, households earning less than or equal to 80% of AMI, and 31 units shall be affordable to, and will only be rented to, households earning less than or equal to 100% of AMI, adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if Unit 3

is financed with the LIHTC program. Minimum household size allowed per unit for 50% AMI and 100% AMI units and the formula for calculating maximum allowable monthly rent for the 100% AMI units is detailed on Exhibit C. For the 50% AMI units, the maximum allowable rent shall be the maximum allowable rent under the LIHTC program during the applicable time required by the Maine State Housing Authority. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the LIHTC Program, the provisions of Exhibit C shall apply to the 42 units in Unit 3 at 60% AMI or 100% AMI depending on the specific unit restriction, adjusted for family size, for the remainder of the 99-year period.

4.b.vi. If the Unit 3 Project is a home ownership condominium project, then, for a period of 99 years after the residential condominium units on Unit 3 have been completed, the units will be affordable to, and will only be sold to, households earning less than or equal to 100% of AMI, adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area at a purchase price that is affordable, as that term is defined below. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, “affordable” means that the percentage of income a household is charged in connection with its mortgage payment and other housing expenses, including utilities, shall not exceed 30% of the household’s gross income. These condominium units shall contain restrictive covenants in their deeds such that future sales will be subject to City approval and shall be based on the following criteria: Minimum household size allowed per unit and the formula for calculating maximum allowable purchase price as detailed in Exhibit D.

5.c. If Grantee conveys Unit 3 to a separate entity (the "Unit 3 Entity") for purposes of that entity developing Unit 3, and the Unit 3 Entity fails to commence construction of the 42 units and associated limited common elements on Unit 3 by November 21, 2027, or fails to complete construction thereof on or before December 15, 2029, the City shall have the right, but not the obligation, to purchase Unit 3 and all improvements thereon for a price equal to Fifty Thousand Dollars ($50,000) (the "Unit 3 Purchase Price") plus Approved Expenses incurred by Grantee, or successors, for purposes of developing Unit 3 to the date on which the City notifies Grantee, its successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of Unit 3 to the City will (i) be subject to any and all rights of the Unit 1 and Unit 2 owners pursuant to any condominium documents that affect or burden Unit 3 and (ii) include any and all rights of the Unit 3 Entity over Unit 1 and Unit 2 pursuant to any condominium documents. This Option to Repurchase the Unit 3 Project shall terminate if the Unit 3 Project is completed on or before December 15, 2029.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 7, 2025

SUBJECT: Order 90-25/26 Accepting and Appropriating a $167,741.80 in Assistance to Firefighters Grant Funding from the Federal Emergency Management Agency - 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: No

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Portland Fire Department (PFD) has been awarded $167,741.80 in Federal funding from the Department of Homeland Security's Fiscal Year 2024 (FY24) Assistance to Firefighters Grant program. This critical funding, combined with a required $16,774.19 local match, will provide a total of $184,515.99 to significantly enhance the Portland Fire Department's Wellness and Fitness program. Specifically, the funds will be used to purchase one Power Lift Cot to reduce strain and injury risks for personnel when moving patients and will cover the cost of approximately 100 advanced physical exams/health screenings, including Electrocardiogram (ECG)/Stress tests, for firefighters. Accepting this award directly impacts the health and safety of the City's firefighting personnel, reducing workplace injuries and ensuring the long-term fitness necessary to protect the public.

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following 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 - Accepting and Appropriating 167k for PFD
2. EMW-2024-FG-01474 - Award Package

Prepared by:
Date: 10/07/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER ACCEPTING AND APPROPRIATING $167,741.80 IN ASSISTANCE TO FIREFIGHTERS GRANT FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY

ORDERED, that a grant in the amount of $167,741.80 from the United States Federal Emergency Management Agency (FEMA) is hereby accepted and that amount appropriated to purchase one Power Lift Cot and for the wellness and fitness program in the Fire Department, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that $16,774.19 is hereby appropriated from the Portland Fire Department operating budget as the City of Portland funds match required for acceptance of the FEMA Grant; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and meet the FEMA acceptance deadline.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 09/25/2025

Devin Mills
CITY OF PORTLAND
389 CONGRESS STREET ROOM 110
PORTLAND, ME 04101

EMW-2024-FG-01474

Dear Devin Mills,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $167,741.80 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $16,774.19 for a total approved budget of $184,515.99. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF PORTLAND
UEI-EFT: LZKCFAJXBAC8
Award number: EMW-2024-FG-01474

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$34,515.99
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$150,000.00
Indirect charges	$0.00
Federal	$167,741.80
Non-federal	$16,774.19
Total	$184,515.99
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Wellness and fitness programs

Periodic Physical Exam/Health Screening

DESCRIPTION

ECG/Stress test with imaging

QUANTITY	UNIT PRICE	TOTAL
100	$1,500.00	$150,000.00

BUDGET CLASS

Other

Equipment

Power Lift Cot

DESCRIPTION

Power Pro Cots with 5 year ProCare Service Plan. Trade in allowance accounted for.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	$34,515.99	$34,515.99	Equipment

CHANGE FROM APPLICATION

Quantity from **9** to **1**
Unit price from **$42,702.22** to **$34,515.99**

JUSTIFICATION

This amount reduction is due to cost exceeding the average amount cost for Power Lift Cot. The quantity is reduced to limited balance of funding remaining to the Assistance to Firefighters Grant appropriation.

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF PORTLAND
UEI-EFT: LZKCFAJXBAC8
Award number: EMW-2024-FG-01474

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Article 59	**Non-Applicability of Specific Agreement Articles**

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 **CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 **Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government’s decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”

Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal 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. (2) 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. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) 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; or (iii) 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. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.
Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58 **Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-01474	N/A	016000032	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF PORTLAND 389 CONGRESS ST PORTLAND, ME 04101	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Devin Mills	2078383175	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
09/25/2025	OTHER - FEMA GO	COST SHARING	10/02/2025 to 10/01/2027 **Budget Period** 10/02/2025 to 10/01/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$167,741.80	$167,741.80	$16,774.19
		Totals	$0.00	$167,741.80	$167,741.80	$16,774.19

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	**DATE**
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grants Program Directorate**	**DATE** **09/25/2025**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 12, 2025

SUBJECT: Order 91-25/26 Accepting and Appropriating $27,450.00 in Mobility, Access, and Transportation Insecurity Grant Funding from Cumberland County - 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: Yes

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

I. SUMMARY

II. AGENDA DESCRIPTION

This $27,450 grant from Cumberland County Public Health will be used to support the Mobility, Access and Transportation Insecurity (MATI) Program. The grant will cover staff time to allow for the City of Portland's Social Services Division to act as an information and resource hub for low-income individuals looking to access public transit. The program will further support staff to enroll eligible low income individuals in an impact evaluation program associated with reduced/free transit fare.

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

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 - Accepting and Appropriating 27k Cumberland County MATI Grant
2. Hub Subcontract City of Portland - binder

Prepared by:
Date: 11/12/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER ACCEPTING AND APPROPRIATING $27,450.00 IN MOBILITY, ACCESS AND TRANSPORATION INSECURITY GRANT FUNDING FROM CUMBERLAND COUNTY

ORDERED, that a grant in the amount of $27,450.00 from Cumberland County is hereby accepted and that amount appropriated to the Health & Human Services Department to support its Mobility, Access, and Transportation Insecurity (MATI) activities, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Subaward Agreement with Cumberland County in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order.

SUBAWARD AGREEMENT UNDER UNIVERSITY OF MINNESOTA FTA MATI PROGRAM

This Subaward Agreement is made this ___ day of ___, 2025, by and between Cumberland County, a governmental corporation organized and existing under the laws of the State of Maine and located in the County of Cumberland, Maine (hereinafter referred to as the "COUNTY"), and City of Portland (hereinafter referred to as the "SUBRECIPIENT").

WHEREAS, the COUNTY has received funding from the from the Regents of the University of Minnesota (the “Prime Recipient”), the pass-through entity for the US Department of Transportation, Federal Transit Administration (FTA), for Subaward H010431506, to carry out Phase 2 of the Mobility, Access and Transportation Insecurity (MATI) Program;

WHEREAS, the COUNTY intends to carry out eligible activities to reduce transportation insecurity and improve access to critical services in Cumberland County, and has determined to implement such activities in part through subawards to local subrecipients;

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to assist in the planning, implementation, and evaluation of specific Phase 2 MATI activities as more particularly described in Exhibit A, (scope of work) and has awarded funding to the Subrecipient for such purpose in accordance with Exhibit B (Budget); and

WHEREAS, upon the terms and conditions contained herein, the SUBRECIPIENT intends to use the project award solely to carry out the Phase 2 MATI activities described in Exhibit A in compliance with federal and pass through requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived therefrom, the COUNTY and the SUBRECIPIENT agree as follows:

I. FEDERAL AWARD IDENTIFICATION (2 CFR § 200.332)

Item	Information
Federal Awarding Agency	U.S. Department of Transportation, Federal Transit Administration (FTA)
Pass-Through Entity	University of Minnesota
Prime Award Number	H010431506

Assistance Listing (CFDA)	20.500 or 20.507 (as applicable)
Federal Award Date	TBD
Subaward Period of Performance	Start: December 1, 2025 End: July 31, 2027
Total Federal Funds Obligated	$27,450
Federal Award Project Title	Mobility, Access and Transportation Insecurity (MATI) Program Phase 2
Subrecipient Name	City of Portland, Department of Health and Human Services
Subrecipient DUNS/UEI	LZKCFAJXBAC8
Indirect Cost Rate	10%

II. GENERAL TERMS AND CONDITIONS

By executing this Agreement, the SUBRECIPIENT agrees that it will comply with all terms and conditions set forth in this Agreement, all applicable federal, state, and local statutes and regulations, and the terms and conditions of the Federal Transit Administration (FTA) grant under which this subaward is made that are applicable to a subrecipient of the grant, including, but not limited to:

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards).
- FTA Master Agreement MA(33) or latest version; and
- Federal Civil Rights, nondiscrimination, and accessibility requirements, including:
    - Title VI of the Civil Rights Act of 1964;
    - Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act; and
    - Equal Employment Opportunity Act.

The following Exhibits are attached and hereby incorporated into this Agreement and made part of it by reference:

a. Exhibit A- Scope of Work

b. Exhibit B- Budget

c. Exhibit C- Certifications and Assurances

d. Exhibit D- Federal Award Terms and Conditions

The SUBRECIPIENT agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

The SUBRECIPIENT certifies that it has the legal authority to execute this Agreement, accept the subaward given through this Agreement, and has the institutional, managerial, and financial capacity to ensure proper planning, management, and completion of its projects being funded by the subaward.

The SUBRECIPIENT acknowledges and agrees that the COUNTY is acting as a “pass-through entity” (as defined in 2 CFR §200.1) and that the COUNTY shall have the rights and obligations relating to this subaward and its administration as set forth in this Agreement and in 2 CFR Part 200. The COUNTY shall be responsible for monitoring, evaluating, and providing guidance and direction to the SUBRECIPIENT regarding its performance under this Agreement.

III. SCOPE OF SERVICES AND DELIVERABLES

The SUBRECIPIENT shall perform the activities and tasks described in Exhibit A. These include but are not limited to:

- Providing participant outreach, application assistance, and transportation navigation;
- Supporting ongoing fare program management and re-verification;
- Serving as a site for mobility management and data collection; and
- Coordinating with Cumberland County Public Health and Moving Maine Network staff to ensure program objectives are met.

All deliverables must be completed in accordance with the approved timeline and budget provided in Exhibits A and B.

IV. COMPENSATION

The COUNTY agrees to reimburse SUBRECIPIENT for costs actually incurred and paid by SUBRECIPIENT in the performance of the Scope of Services (Exhibit A) and in accordance with the Approved Budget (Exhibit B) in an amount not to exceed $27,450. This total amount is subject to adjustment by the COUNTY for any reason, including if substantial changes are made to the Scope of Services (Exhibit A) or if the Agreement is terminated prior to the expiration of the Term of the Agreement.

A. Source of Funds. Federal Transit Administration (FTA) Funds: $27,450

V. FINANCIAL MANAGEMENT AND COST PRINCIPLES

The SUBRECIPIENT shall maintain adequate financial management systems to ensure proper accounting and segregation of funds in accordance with 2 CFR § Part 200.302 and Subpart E (Cost Principles). The SUBRECIPIENT shall not incur costs prior to the subaward effective date or after the expiration date unless pre-approved in writing.

VI. INVOICES AND PAYMENTS

Monthly invoices from the SUBRECIPIENT are due to the COUNTY on the 20th of the month for the prior month’s work. Invoices shall contain sufficient detail to allow proper cost allocation and verification of expenditures.

All invoices require the following:

- Provider letterhead with Provider name and payment address;
- A unique invoice number;
- The invoice date and the total amount of the invoice; and
- For each Task outlined in the Scope of Work in Exhibit A
  a. the hours of service performed for each Task by date and staff person,
  b. the service month and year, and
  c. the net amount due.

Invoices must be accompanied by sufficient supporting documentation, which include, but is not limited to:

- Contact hour log(s),
- Labor allocation report(s)
- Receipts or vendor invoices for allowable costs; and
- Any additional documentation as otherwise agreed upon with the COUNTY.

This is a performance-based agreement, whereby payment of expenditures is based on satisfactory accomplishment of the objectives and the corresponding work necessary to achieve them. If the SUBRECIPEINT fails to meet objectives or demonstrate satisfactory progress, at the sole discretion of the COUNTY, may require a performance improvement plan addressing corrective actions, reporting requirements, and future funding conditions.

Payment terms:
Payments shall be made net 30 days from the date the COUNTY receives the complete and accurate invoice with all required backup documentation from the SUBRECIPIENT. The Subrecipient must submit reimbursement request promptly and in compliance with this agreement.

Failure to provide required supporting documentation may result in delayed or withheld payment. Additionally, payment is contingent upon the certification of the financial management system in accordance with the standards specified in 2CFR §200.302 and 2 CFR §200.305

VII. MONITORING, AUDIT, AND RECORDS RETENTION

The SUBRECIPIENT shall permit the County, University of Minnesota, FTA, access to records and sites as necessary. Records shall be retained for three (3) years from the date of final expenditure report. The SUBRECIPIENT shall comply with 2 CFR § 200.332(d–f) regarding monitoring, audit requirements, and corrective actions.

VIII. STANDARD PROVISIONS

A. Liability and Insurance

To the extent permitted by law, the SUBRECIPIENT and COUNTY agree that each party is responsible for its individual acts and deeds, as well as the acts and deeds of their respective contractors, employees, and agents. The SUBRECIPIENT agrees to defend and hold the COUNTY, its employees, officers, officials and agents harmless from and against all claims, liability, losses, damages, or expenses, including attorney's fees, which it may suffer arising from any act or omission or neglect of the SUBRECIPIENT, its employees, officers, or agents in the SUBRECIPIENT's performance under this Agreement.

The parties acknowledge that the COUNTY is a political subdivision of the State of Maine to which the Maine Tort Claims Act applies. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the COUNTY, its officers, agents and employees pursuant to the Maine Tort Claims Act or as otherwise provided by law.

The SUBRECIPIENT shall maintain insurance coverage adequate to protect the COUNTY, the University of Minnesota, and the Federal Transit Administration from claims arising from its performance under this Agreement. At a minimum, coverage shall include general liability, automobile liability (if vehicles are used), workers' compensation as required by Maine law, and professional liability if providing professional or technical services.

The SUBRECIPIENT shall require any subcontractors to maintain appropriate insurance.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The relationship of SUBRECIPIENT to the COUNTY is that of an independent contractor. Any individual performing services under this Agreement on behalf of SUBRECIPIENT shall not be deemed to be an employee or independent contractor of the COUNTY and SUBRECIPIENT expressly agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities for these individuals.

C. Nonassignment

Neither this Agreement, nor any rights or obligations hereunder, shall be assigned by either party to an outside party without mutual written assent of the parties.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, excluding any choice of law rule that may direct the application of the laws of any other jurisdiction.

E. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings relating thereto. This Agreement may only be amended or terminated as provided herein.

F. Severability

If any part, term, or provision of this Agreement is held void, illegal, unenforceable or in conflict with any federal, state, or local law, the validity of the remaining parts, terms, or provisions of this Agreement shall remain in full force and effect.

IX. TERM, TERMINATION AND AMENDEMENT

A. Term

This Agreement shall extend for a term of 20 months commencing on December 1, 2025 and ending on July 31, 2027.

B. Remedies for Noncompliance

The SUBRECIPIENT acknowledges and agrees that, in the event the SUBRECIPIENT fails to comply with any term, condition, or requirement of this Agreement that the federal awarding agency or COUNTY may take one or more of the actions set forth in 2 CFR § 200.339, including withholding payment or the suspension or termination of the subaward if the federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing specific conditions.

C. Termination

Suspension or termination (in part or in its entirety) of the subaward, and any obligation to disburse or reimburse the SUBRECIPIENT in connection thereto, may occur if the SUBRECIPIENT materially fails to comply with federal law or regulations or any term or condition of the federal award. 2 CFR §§ 200.340 to 343. The subaward may also be terminated for convenience in accordance with the provisions contained in Appendix II to 2 CFR Part 200. The SUBRECIPIENT may only terminate the subaward as provided in 2 CFR § 200.340(a)(3).

Termination for cause. If the SUBRECIPIENT fails to fulfill in a timely manner its obligations under this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the SUBRECIPIENT of such termination that specifies the reasons for termination and the effective date thereof. The COUNTY shall give the SUBRECIPIENT at least thirty (30) calendar days from the date of the written notice to comply with the terms and conditions of the Agreement, and may impose specific conditions on SUBRECIPIENT to remedy any noncompliance. If, during this 30-day period, the COUNTY has probable cause to believe the SUBRECIPIENT is not compliant with any applicable rule or regulation that would render the SUBRECIPIENT ineligible for reimbursement of requested funds, the COUNTY may suspend subaward payments until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise adjudicated to be in compliance.

In such event, all records, assets, property and documents of any nature, prepared or purchased by the subrecipient under this Agreement shall, at the option of the COUNTY, become its property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to the date of termination.

Upon termination under this section:

1. The SUBRECIPIENT shall immediately stop work under the Agreement on the date specified in the notice.

2. The SUBRECIPIENT shall submit a final invoice for all allowable costs incurred prior to the termination date.

3. The COUNTY shall pay the SUBRECIPIENT only for costs incurred up to the termination date, consistent with 2 CFR §200.308 and the terms of the Prime Award.

4. The SUBRECIPIENT shall have no claim against the COUNTY, the University of Minnesota, or the Federal Transit Administration for lost profits, unperformed work, or other damages resulting from such termination.

Termination for Convenience. The COUNTY may terminate the subaward and this Agreement at any time for any reason, with the consent of the SUBRECIPIENT, provided that both parties agree upon the termination conditions.

D. Amendment

Any change in the terms or conditions to this Agreement, including the performance period of the subaward, the scope of services in Exhibit A, and any increases or decreases to the subaward, must be agreed to by the COUNTY and SUBRECIPIENT in writing. Once approved by both parties, the changes shall be incorporated into this Agreement by written and signed amendment to the Agreement by the entity authorized to bind the parties to this Agreement.

E. Non- Appropriations

The SUBRECIPIENT acknowledges that the COUNTY's obligations under this Agreement are contingent upon the availability of funds appropriated by the Cumberland County Commissioners and any funds made available by the Federal government and/or Prime Recipient. If, in any fiscal period, funds are not appropriated or otherwise made available to the COUNTY for the purposes of this Agreement, the COUNTY may terminate this Agreement, in whole or in part, without penalty, upon written notice to the SUBRECIPIENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Cumberland County

______________________________ ____________

Name: James H. Gailey Date

Title: County Manager, Cumberland County Government

Hub Organization

______________________________ ____________

Name: Date

Title: City of Portland

EXHIBIT A: Scope of Work:

The role of the contracted “Dirigo Hub” will be to connect eligible participants to the MATI program, provide application and enrollment assistance and navigation support. Hub organizations will receive referrals from other community-based partner organizations. In addition, as the site for the MATI project’s data collection, the City of Portland Hub will work closely with the data collection team at the Greater Portland Council of Governments and the Cumberland County Public Health Department to recruit and track study participants.

Task 1: Provide personalized support with fare program applications and preliminary verification. (Dec 2025-Aug 2027)

- Identify one staff member who will serve as the main point of contact for Cumberland County Public Health Department and Moving Maine Network, and a secondary backup contact in case of turnover.
- Offer in-person support at a physical location as well as virtual and/or phone-based support.
- Designate one or more staff member(s) who can be the point of contact for members of the public in need of transportation assistance.
- Receive referrals from community-based organization partners for members of the public in need of transportation assistance.
- Complete initial screening and determination of eligibility in the free or reduced fare category. Document in accordance with project protocols.

Task 2: Provide ongoing assistance for pass program participants. (Dec 2025-Aug 2027)

- Support participants in adding value onto electronic fare card accounts, providing and loading Dirigo cards, and replacing lost cards if needed.
- Re-verify eligibility as needed.
- Convene regularly with Moving Maine Network and Cumberland County Public Health to troubleshoot issues, discuss progress, and coordinate.

Task 3: Provide culturally tailored mobility management (Dec 2025-Aug 2027)

- Designated Hub staff will receive Travel Helpers training before program launch and be able to brief members of the public on available transportation services and how to refer clients to Bus Ambassadors program. If staff turnover occurs, Hubs will identify a new designated Hub staff that will participate in the training.
- Hub staff will communicate mobility management and accessibility needs to Cumberland County Public Health and Moving Maine Network staff as they arise.

Task 4: Serve as a site for data collection. (Dec 2025-Aug 2026)

- Coordinate with the data collection team on recruitment and tracking of 160 study participants. Select and refer clients who will be likely able to complete study responsibilities.
- Communicate the implications of receiving study compensation clearly to study participants.
- Provide space for data collectors to do baseline and post-intervention interviews and surveys.

Timeline: December 2025 – August 2027 for up to the following hours:

Role	Staff member	Hours
Resettlement Coordinator	Nicole Evers	37.5 hrs/wk

EXHIBIT B: Budget

Use this form

EXHIBIT C: Certifications and Assurances (see PDF- we will combine after contract is edited)

EXHIBIT D: Federal Award Terms and Conditions (see PDF- we will combine after contract is edited)

Attachment 1
Certifications and Assurances

Subaward Number:
H010431506

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: H010431506

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable):

Federal Award Issue Date	FAIN	Assistance Listing No.

Assistance Listing Program Title (ALPT):

Key Personnel Per NOA: ?

This Subaward Is:

■ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   https://www.transit.dot.gov/
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://www.transit.dot.gov/funding/grants/grant-programs
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: Federal Transit Administration Master Agreement," FTA MA(30), http://www.transit.dot.gov, except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.
No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:
Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: US Department of Transportation FTA

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

■ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?