

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

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

SEPTEMBER 4, 2019 CITY COUNCIL AGENDA

The Portland City Council will hold a City Council meeting in City Council Chambers. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft Minutes for the August 12, 2019 Special City Council minutes and the August 12, 2019 Regular City Council Minutes.

APPOINTMENTS:

Order 36-18/19 Appointing Frank T. Clark as Police Chief - Sponsored by Jon P. Jennings, City Manager.

Approval is requested for the appointment of Frank T. Clark to the position of Police Chief for the City of Portland's Police Department at the annual salary of \$129,636.00.

Staff is requesting that this order be passed as an emergency to allow Mr. Clark to begin employment immediately. Seven affirmative votes are required for passage as an emergency after public comment.

CONSENT ITEMS:

Order 37-19/20 Declaring November 11, 2019 the Veterans Day Parade Festival - Sponsored by Jon P. Jennings, City Manager.

This order declares November 11, 2019 the Veterans Day Parade festival.

Additional details about the event are included in the agenda backup.

Order 38-19/20 Declaring October 6, 2019 the 28th Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Jon P. Jennings City Manager.

This order declares October 6, 2019 the 28th Annual Maine Marathon, Half Marathon & Relay festival.

Additional details about the event are included in the agenda backup.

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

LICENSES:

Order 39-19/20 Granting Municipal Officers' Approval of Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Jon P. Jennings, City Manager.

Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street.

Application was filed on 4/24/2019. New City application. Applicant currently holds a Class Lounge license.

Five affirmative votes are required for passage after public comment.

Order 40-19/20 Granting Municipal Officers' Approval of Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street - Sponsored by Jon P. Jennings, City Manager.

Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street.

Application was filed on 8/12/2019. New City and State application. Applicant currently holds a Class III & Class IV FSE with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 213-18/19 Approving Modification of the Three-Party Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Congress Street Intersection Improvements - Sponsored by Jon P. Jennings, City Manager

This agreement, between the Maine Department of Transportation (MaineDOT), the City of Portland, and Portland Area Comprehensive Transportation System, WIN 022132.00, obligates MaineDOT to update traffic signal controls, technology and communications, as well as a number of new signal structures and related ADA ramp updates. Lastly, the work will allow for this section of Congress Street to be transit priority ready. The agreement obligates the City to pay \$158,562.50, or 25% of the total cost of the estimated \$634,250.00.

This item must be read on two separate days. It received its first reading on April 8, 2019, and was inadvertently left off the next agenda. In view of that issue, staff requests that this order be passed as an emergency. Seven affirmative votes are required for passage after public comment.

Order 24-19/20 Appropriating \$870,000 in Donations in Support of Asylum Seekers - Sponsored by the Finance Committee, Nicholas M. Mavodones, Chair.

During the past several months an influx of asylum seekers has created an emergency situation within the City of Portland. Adequate funding within the Fiscal Year 2020 budget to allow the City to provide shelter, housing, and basic necessities for asylum seekers did not exist and a campaign was launched to solicit donations for this purpose. City staff, and now the City Finance Committee, have recommended that \$870,000 in donations to asylum seekers be appropriated by the City Council into the City's Health & Human Services budget, to be used specifically within Social Services for the sheltering, housing, and basic necessities of asylum seekers.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

**Order 32-19/20 Approving Agreement with Maine Department of Transportation
Re: Congress Square Intersection Improvements - Sponsored by Jon P. Jennings,
City Manager.**

The Congress Square Intersection Improvement Project will provide safety and mobility improvements to the intersection of Congress Street, High Street, and Free Street, including improved intersection alignment, shorter and more intuitive pedestrian crossings, and updated signal timing. Council approval is requested in order to proceed with the final design of these improvements, with a targeted construction start date of spring 2021. This work is being done in part with Maine Department of Transportation funding. This work does not include related improvements to Congress Square Park, which will commence upon completion of the intersection improvements.

The MaineDOT will reallocate \$38,460 in federal funding for this work, and the City share will be \$61,540.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

Order 33-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$299,999 to Developers Collaborative Predevelopment LLC RE: 66 State Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on July 10, 2019 and voted unanimously (3 - 0) to forward this item to the City Council with a recommendation for passage.

Developers Collaborative is requesting \$299,999 in Affordable Housing Development funding to construct a new four-story building featuring 30 low-income (13 units at 50% Area Median Income (AMI) and 17 units at 60% AMI) affordable rental units. Projects receiving this funding must set aside 10% of the units in the project for individuals residing in a Portland shelter. The City's Health and Human Services Department provides referrals, and a Supportive Housing Agreement between the City and the developer would document the services and expectations. 66 State Street is a two-building project. Developers Collaborative is requesting funding from the Affordable Housing Development Application for the new rental development only.

Developers Collaborative has requested two forms of financial assistance:

- (1) HOME fund request of \$299,999, 0% interest rate loan, deferred for 30 years.
- (2) Affordable Housing Tax Increment Financing (AHTIF). The AHTIF request was approved by the council on July 15. The AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value. The new assessed value is estimated at \$3.75 million; the property currently has a zero net taxable value. At full build out the development is projected to pay an annual average of \$118,763 in estimated new taxes of which \$89,072 will be returned to the developer to offset project operating costs and \$29,691 will be general fund revenue.

The Housing and Community Development Division works with an independent consultant who performs third-party underwriting reviews of requests for City funding. The preliminary review of this project is in the back-up material. The third-party underwriting report makes the following recommendations:

1. All standard construction loan conditions, including satisfactory review of final contract with the general contractor consistent with budgeted estimates, and total contractor overhead, profit and general conditions not to exceed 14% of net construction costs.
2. Final commitments from all sources on terms as projected.
3. Satisfactory review of final development and operating budget.
4. Satisfactory review, prior to closing, of current Developers Collaborative Predevelopment LLC financial statement.
5. Satisfactory evidence that sales price of land does not exceed the market value of the land.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

Order 34-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$193,266 and Housing Trust Funds in the amount of \$136,734 to Community Housing of Maine RE: 83 Middle Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on July 10, 2019 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

Community Housing of Maine is requesting financial assistance in Affordable Housing Development funding to construct 44 units of affordable rental housing for seniors aged 55 and older. The development would include 3 studio units, and 41 one-bedroom units. The proposed project will be one of the first to use the Income Averaging set-aside in the Low Income Housing Tax Credit Program. The new set aside will allow the project to serve households with incomes up to 80% of the area median income as long as the average income and rental limit in the project remains at 60% or less of the area median income. The property has a preference for 11 units for individuals referred by the City of Portland.

Community Housing of Maine has requested two forms of financial assistance:

(1) Affordable Housing Development funding request of \$330,000

Total City Investment of \$330,000/unit = \$7,500

Total City HOME Investment of \$330,000/affordable unit = \$7,500

(2) Ground lease for the City-owned property at 83 Middle Street; this request is on this agenda as Order 44-19/20.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City funding. The review is available in the attachments for this item. The review indicates that the developer has the financial capacity to keep the development process moving forward. It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the initial funding recommendation noted below.

The third party underwriting report makes the following recommendations:

A loan in the amount of no more than \$330,000, zero percent interest.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

Order 35-19/20 Appropriating \$425,000 from the Housing Trust Fund to the Portland Housing Development Corporation for the 47 Boyd Street Affordable Housing Project - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on July 10, 2019 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

Staff is recommending \$425,000 in Housing Trust funding be appropriated to the Portland Housing Development Corporation to rehabilitate an existing, three-story, multifamily building at 47 Boyd Street from 9 units to 12 units, featuring 8 units affordable at 50% Area Median Income, 1 unit affordable at 80% Area Median Income, and 3 market rate units.

The Housing and Community Development Division works with an independent consultant who performs third-party underwriting reviews of requests for City funding. The review of this project is in the back up material. Per the underwriting loan review, "This is a solid development by a developer with the skills and motivation to make the project succeed." The underwriter recommended a loan in the amount of no more than \$425,000, zero percent interest, payment deferred for 30 years.

One of the benefits of this proposal is that this project does not need to wait for awards of other public funding sources, such as LIHTC, in order to be utilized. This project is anticipated to begin construction in December 2019 and be completed in summer 2020.

The recommendations include the following conditions prior to loan closing:

- 1) All standard construction loan conditions, including satisfactory review of final contract with General Contractor consistent with budgeted estimates, and total contractor overhead, profit and general conditions of, not to exceed 14% of net construction costs; and
- 2) Satisfactory review of relocation budget.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 41-19/20 Setting Election Date on Citizen Initiative Amendment to the Portland City Charter Re: Ranked Choice Voting for Municipal Officers - Sponsored by Katherine L. Jones, City Clerk.

This citizen initiative item did not receive the required number of signatures. The City Clerk has attached a Certification of that insufficiency to the back up material for this order.

The Citizen Initiative Committee has until Friday, August 30, 2019 at 4:30 p.m. signatures that were not verified by the City Clerk. As of the publication of the Agenda, such a notice had not been received by the Clerk's office. If a notice is received, staff recommends that the Council postpone action on this item to a later date. Conversely, if a notice is not received, staff recommends that the Council not hold the scheduled public hearing and postpone this item indefinitely.

Order 42-19/20 Regarding Citizen Initiative Amendment to the Portland City Charter for Public Campaign Funding - Sponsored by Katherine L. Jones, City Clerk.

Petitions for a proposed charter amendment for public funding for campaigns of municipal officials were submitted to the City Clerk's office on August 2, 2019. The Certification process has been completed, and the Clerk has deemed that the petitions were sufficient since the required amount of signatures (i.e. at least 20% of the number of votes cast in the municipality at the last gubernatorial election) were obtained by the petitioners. See 30-A M.S.R.A. sec. 2102(2).

Due to the significant nature of the proposed charter amendment, it has been determined that this proposal constitutes a revision to the charter, and a Charter Commission must therefore be constituted. The required ballot question about whether or not the voters would like to constitute such a Commission has been included in the agenda back-up materials for your review.

Five affirmative votes are required for passage after public comment.

Order 43-19/20 Approving the Option to Lease and 99-Year Lease Agreement with Community Housing of Maine for Land at 83 Middle Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on August 20, 2019 and voted 4-0 to forward the recommendation to the City Council for approval.

Community Housing of Maine is requesting a 99-year lease of city-owned property at 83 Middle Street to develop approximately 49 units of affordable rental housing for seniors aged 55 and older, which will also include a preference for 11 units for long-term shelter stayers, parking and ground level commercial space.

As noted in a May 16, 2019 memo to the Housing Committee from Kristen Dow, then Interim Director of the Health and Human Services Department, *“The planned development supports the City’s goal of stabilizing the homeless populations, by targeting the individuals that consume the majority of the resources. As has been shown by CHOM’s development on 81 Danforth St (Danforth on High) the longest-term shelter stayers can thrive when given a chance to obtain safe, stable, affordable housing. CHOM has a proven track record of engaging and blending populations to make stable and successful housing. By housing the longest-term shelter stayers, the City can better allocate their resources by providing fewer shelter beds, and more targeted support services.”*

Staff is requesting approval of an option and lease of city-owned property located at 83 Middle Street to Community Housing of Maine with a term of 99 years at an aggregated lease payment of \$99.00 for the term, due and payable upon execution of the lease agreement.

Five affirmative votes are required for passage after public comment.

AMENDMENTS:

Order 44-19/20 Designating 17 Structures on or Adjacent to Forest Avenue as Historic Landmarks and Amending the Map of Designated Historic Resources - Sponsored by Jon P. Jennings, City Manager.

The Historic Preservation Board is recommending that seventeen 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of Portland's historic preservation ordinance. Properties recommended for landmark designation are as follows: 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue; and 536 Deering Avenue.

All of the buildings, located between the I-295 interchange and Woodfords Corner, are thematically related in that they represent key chapters in Forest Avenue's late 19th and early 20th century development, particularly its era as a street car line serving the emerging suburban neighborhoods around it as well as the period when this section of Forest Avenue was known as "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses. The Historic Preservation Board's recommendation is based on findings that each of the buildings meet the historic preservation ordinance's minimum criteria for designation.

Designation of Forest Avenue's key historic structures is pursuant to a number of expressed goals and strategies included in the City's recently adopted Comprehensive Plan, Portland's Plan 2030. In the Plan, Woodfords Corner is identified as a priority node warranting enhancement in order to better serve neighborhood needs. The Plan identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract quality mixed-use, higher density growth. The Plan also recommends ongoing identification and designation of important historic assets, particularly in off-peninsula areas, and highlights historic preservation as an effective economic development tool. By preserving and enhancing Forest Avenue's key historic assets, the corridor's unique identity will be retained and the positive urban design characteristics exhibited by the identified historic structures will serve as a model for new development.

Landmark designation does not run counter to the City's goal of encouraging additional mixed-use, higher density growth along Forest Avenue. As is made clear in the cover document accompanying the recommended landmark designations and in the individual building descriptions themselves, the subject properties may be more intensively developed in the future, either through the construction of additional floors set back from the building façade and/or removal of noncontributing rear portions of the building for redevelopment. This preservation approach has been used effectively in numerous communities with designated one-or two-story historic auto showrooms.

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

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

MINUTES ARE DRAFT UNTIL APPROVED BY CITY COUNCIL
SPECIAL CITY COUNCIL MEETING 4:00 PM

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Strimling called the meeting to order at 4:00 P.M. (Councilor Thibodeau arrived during the minutes, Councilor Ali arrived during Order 16) (Councilor Costa and Batson absent).

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft Minutes for the July 15, 2019 Special City Council Meeting, the July 15, 2019 Regular City Council Meeting, and the July 23, 2019 Special City Council Meeting.

Motion was made by Councilor Ray and seconded by Councilor Duson for approval of the minutes. Passage 5-0.

APPOINTMENTS:

Order 15-19/20 Appointing Constable for the Portland Public Library - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Cook for passage. Passage 6-0.

CONSENT ITEMS:

Order 16-19/20 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Deng M. Malual – Sponsored by Jon P. Jennings, City Manager.

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

Order 17-19/20 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Aaron Dansky – Sponsored by Jon P. Jennings, City Manager.

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

LICENSES:

Order 18-19/20 Granting Municipal Officers' Approval of Randall MacVane Post 142 dba Randall MacVane Post 142 American Legion. Application for a Class IV/V Non Profit FSE with Outdoor Dining on Private Property at 54 Welch Street - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Ali for passage. Passage

7-0.

Order 19-19/20 Granting Municipal Officers' Approval of A&C Grocery LLC dba A&C Food Factory. Application for a Class III & IV FSE with Outdoor Dining on Private Property and Public Property at 131 Washington Avenue - Sponsored by Jon P. Jennings, City Manager.

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

Order 20-19/20 Granting Municipal Officers' Approval of Connor Montello & Truman Leddy dba Maps. Application for a Class III & IV FSE at 64 Market Street - Sponsored by Jon P. Jennings, City Manager.

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

Order 21-19/20 Granting Municipal Officers' Approval of Fraser Loring LLC dba Congress Bar and Grill. Application for a Class I FSE with Outdoor Dining on Public Property at 617 Congress Street.

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

UNFINISHED BUSINESS:

Order 190-18/19 Approving Two-Party Agreement between Maine Department of Transportation and Portland Re: Improvements to India Street - Sponsored by Jon P. Jennings, City Manager.

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

Order 277-18/19 Adopting the Bayside Transportation Master Plan - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

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

Order 11-19/20 Amendment to Portland City Code Chapter 30 Vehicles for Hire Re: Rental of Golf Carts- Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair.

Motion was made by Councilor Thibodeau and seconded by Councilor Ray to amend Order 11 by adding in Chapter 30 Section 30-110 (d) Annual Registration Required. May 1, 2020 Every golf cart rental operator shall register each rental golf cart annually with the city.

Motion was made by Councilor Ray and seconded by Councilor Duson to amend the size of the lettering from 1 1/2 inches to a "minimum of 2 inches". Passage 6-1. (Councilor

Cook).

Motion was made by Councilor Thibodeau and seconded by Councilor Ray for passage as amended. Passage 6-1 (Cook).

Order 12-19/20 Amendment to Portland City Code Chapter 8 Re: Report Requirements - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

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

Order 13-19/20 Approving the Second Amendment to Conditional Rezoning Agreement C-55 Re: Luther Street Property on Peaks Island - Sponsored by the Planning Board, Sean Dundon, Chair.

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

ORDERS:

Order 22-19/20 Setting a Public Hearing for Citizen Initiative Amendment to the Portland City Charter Re: Ranked Choice Voting for Municipal Officials - Sponsored by Katherine L. Jones, City Clerk.

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

Order 23-19/20 Setting a Public Hearing for Citizen Initiative Amendment to the Portland City Charter Re: Public Campaign Funding for Municipal Officials - Sponsored by Katherine L. Jones, City Clerk.

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

Order 24-19/20 Appropriating \$870,000 in Donations in Support of Asylum Seekers - Sponsored by the Finance Committee, Nicholas M. Mavodones, Chair.

This is a first reading.

Order 25-19/20 Amending Order 244-18/19, Amendment to Portland City Code Re: Various New Fees and Fee Increases For Fiscal Year 2020 in Chapters 3, 6, 15, 24, 25 and 28 - Sponsored by Councilor Kim Cook.

This is a first reading.

4:30 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Motion was made by Councilor Ray and seconded by Councilor Mavodones to adjourn. Passage 7-0, at 6:55 PM.

A True Record.

Katherine L. Jones, City Clerk

MINUTES ARE DRAFT UNTIL APPROVED BY CITY COUNCIL
REGULAR CITY COUNCIL MEETING - 5:30 P.M.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Strimling called the meeting to order at 7:10 P.M. (Councilor Costa and Councilor Batson absent).

UNFINISHED BUSINESS:

Order 25-19/20 Amending Order 244-18/19, Amendment to Portland City Code Re: Various New Fees and Fee Increases For Fiscal Year 2020 in Chapters 3, 6, 15, 24, 25 and 28 - Sponsored by Councilor Kim Cook.

Motion was made by Councilor Cook and seconded by Councilor Ray to amend Order 25 by changing the license fee effective date from July 1, 2020 to November 1, 2019.
Passage 7-0.

Motion was made by Councilor Cook and seconded by Councilor Thibodeau to table Order 25 and continue after the final first read. Passage 7-0.

Motion was made Councilor Cook and seconded by Councilor Ray to take Order 25 off the table Passage 7-0.

Motion was made by Councilor Cook and seconded by Councilor Ray as an emergency and as amended. Passage 7-0.

ORDERS:

Order 26-19/20 Approving the 18-month Extension of Lease with General Services Administration Re: Transportation Security Administration Office Space at the Jetport - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage. Passage 6-0. (Strimling out).

Order 27-19/20 Approving the Second Amendment to Lease with Verizon Wireless Re: Jetport Terminal Roof Facility - Sponsored by Jon P. Jennings, City Manager.

Councilor Thibodeau recused himself as his employer represents Verizon.

Motion was made by Councilor Ray and seconded by Councilor Duson for passage. Passage 5-0 (Strimling out, Thibodeau recused).

Order 28-19/20 Approving Substantial Amendment to the Fiscal Year 2017 Housing and Urban Development Annual Action Plan Re: Additional Allocation of Community Development Block Grant Funding to 2017/2018 Oxford Street Improvement Project - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage.
Passage 6-0 (Strimling out)

Order 29-19/20 Accepting \$12,123 from Verdante Condominium, LLC to Develop Air Rights above the Public Right of Way - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Cook for passage.
Passage 6-0 (Strimling out).

Order 30-19/20 Accepting the Portland Public Art Committee 2019 Annual Report and Fiscal Year 2020 Budget Plan - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Cook for passage.
Passage 6-0 (Strimling out)

Order 31-19/20 Accepting the Great Black Hawk Sculpture from the Friends of Deering Oaks Park and Adding the Great Black Hawk Sculpture to the City's Public Art Collection - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage.
Passage 6-0 (Strimling out).

Order 32-19/20 Approving Agreement with Maine Department of Transportation Re: Congress Square Intersection Improvements - Sponsored by Jon P. Jennings, City Manager.

This is a first read.

Order 33-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$299,999 to Developers Collaborative Predevelopment LLC RE: 66 State Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

This is a first read.

Order 34-19/20 Appropriating Home Investment Partnership Program Funds in the Amount of \$193,266 and Housing Trust Funds in the amount of \$136,734 to Community Housing of Maine RE: 83 Middle Street - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

This is a first read.

Order 35-19/20 Appropriating \$425,000 from the Housing Trust Fund to the Portland Housing Development Corporation for the 47 Boyd Street Affordable Housing Project - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

This is a first read.

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

Motion was made by Councilor Ray and seconded by Councilor Thibodeau to adjourn. Passage 6-0 (Strimling out), at 8:40 PM.

A True Record

Katherine L. Jones, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 21, 2019

SUBJECT: Order 36-18/19 Appointing Frank T. Clark as Police Chief - Sponsored by Jon P. Jennings, City Manager.

SPONSOR: Jon P. Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action 9/4/2019**

Can action be taken at a later date: No No

PRESENTATION: None

I. SUMMARY

II. AGENDA DESCRIPTION

Approval is requested for the appointment of Frank T. Clark to the position of Police Chief for the City of Portland's Police Department at the annual salary of \$129,636.00.

Staff is requesting that this order be passed as an emergency to allow Mr. Clark to begin employment immediately. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

FRank has been with the South Portland Police Department since 1988, where he has most recently been serving as a Lieutenant. He has served in a number of capacities during his career in South Portland, including as Acting Police Chief for an extended period of time in 2014. Throughout the extensive interview process, which included an evaluation by an outside assessment center and multiple rounds of panel interviews, Frank demonstrated a commitment to developing a 21st Century department looking at all ways to innovate and create a more efficient work environment for the City's highly dedicated and professional officers. Frank holds an Associated Degree from South Maine Community College in Law Enforcement Technology, a Bachelor of Science from the University of Southern Maine, a leadership certificate from the FBI National Academy and is currently working towards his Masters of Public Policy and Management from University of Southern Maine's Muskie School of Public Service.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointing Police Chief Frank T. Clark 9.4.2019
2. Frank Clark Resume for Council Order
3. Agenda Memo from Gina Tapp

Prepared by:

Date: 8/21/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING AND SETTING SALARY OF FRANK T. CLARK
AS POLICE CHIEF**

ORDERED, that Frank T. Clark is hereby appointed as Chief of the Department of Public Safety at a salary of \$129,636.00; and

BE IT FURTHER ORDERED, that this appointment is passed as an emergency in order to make the appointment effective on September 4, 2019.

Frank T. Clark

A collaborative and innovative leader, life-long learner and public safety professional, with successive experience to include patrol operations, investigations, community policing, crisis intervention, supervision and management. Organized and able to develop constitutionally compliant policies and procedures based upon best practices; conduct strategic planning; establish goals, objectives and performance measures; and lead law enforcement personnel and operations.

Skills & Expertise

- Accreditation Process & Standards
- Conduct Detailed Investigations
- Maintain Positive Relations w/ Staff, Public and Other LE & City Agencies
- Ability to Multitask
- Policy Writing & Implementation
- Written and Interpersonal Skills
- Participative Management Style
- Security Clearance Holder – FBI / DOJ
- Advanced Academy Certification
- Manage / Conduct Police Training
- Supervise / Mentor
- Community Policing & Programming
- Established Media Relations
- Analytical Problem Solver

Professional Experience

SOUTH PORTLAND POLICE DEPARTMENT:

1988 to Present

Lieutenant, Office of Professional Standards:

2005 to Present

Served as *Acting Chief of Police*, 2014. Responsible for establishment and accountability of best practices and professional standards within the department, to include policies, training, high liability incident reviews and internal affairs. Successfully managed agency's initial CALEA Law Enforcement Accreditation. Acts as patrol shift commander, Public Information Officer, Social Media Coordinator, CNT, K-9 Unit and Public Safety Dive Team Commander, and TASER & EVOC Instructor. Member of City's Emergency Management Leadership Team.

Lieutenant, Community Response Unit (CRU), Patrol Division:

2010 to Present

Created unit that proactively, reactively and collaboratively responds to the community's needs, reducing fear of crime and enhancing quality of life. Responsible for the department's community programs, including Hotel / Motel liaison, Citizen Police Academy, J-PAC, Coffee with a Cop, Cop for a Day, Wanderer / Impaired Communication Program, and Sex Offender registration and notification. Conducts community forums, works with schools and others to engage youth and ensure school safety; conducts missing person investigations and specialized enforcement and compliance details to address and reduce community concerns.

Lieutenant, Patrol Division:

2005

Patrol Shift Commander, responsible for the overall staffing, directing and provision of patrol services, along with the efficiency, discipline and morale of personnel. Acted as Incident Commander.

Sergeant, Patrol Division / Selective Enforcement (SE) Unit:

2002 to 2005

Responsible for the supervision of Patrol Team members & the formation of the Selective Enforcement (SE) Unit. Duties included monitoring, guiding, informing, instructing and evaluating personnel. Collateral assignments included SWAT Team Leader, Crisis Intervention Team (CIT) and Arrest Warrant Coordinator, RMS Computer System Administrator and EVOC Instructor.

Detective, Criminal Investigation Division (CID):

1998 to 2002

Responsible for the follow-up investigation of reported crimes. Case load required timely, thorough and detailed investigation into a variety of cases, utilizing a wide range of investigative techniques. Associate Member of the Maine Computer Crimes Task Force; also prepared and presented community-based training for various audiences on numerous topics.

Drug Investigator / Maine Drug Enforcement Agency (MDEA) Special Agent:

1991 to 1998

Responsible for the proactive and reactive investigation of drug violations and residual crimes. Necessitated a high level of self-initiation, detailed case planning and documentation and multi-jurisdictional coordination and cooperation.

Patrol Officer, Patrol Division:

1988 to 1991

Responsible for public safety, problem solving and response to calls for police services. Able to operate routinely and effectively without supervision. Appointed to supervisory rank of Corporal.

SOUTHERN MAINE COMMUNITY COLLEGE:

2009 to 2014

Adjunct Professor, Criminal Justice Department:

Responsible for preparing course outlines, syllabus, lesson plans, PowerPoint and other classroom presentations, and study materials for criminal justice students.

Education

UNIVERSITY OF SOUTHERN MAINE, Muskie School of Public Service: M.P.P.M. degree candidate, *Public Policy and Management* (4.0 GPA)

FBI NATIONAL ACADEMY (NA), Session 247: Quantico, VA, *Law Enforcement Education / Leadership Certificate*

Accredited by the *University of Virginia*, designed prepare law enforcement leaders in preparation for complex, dynamic and contemporary challenges. Course work included Leadership, Ethics & Decision Making, Conflict Resolution & Legal Issues for Command

UNIVERSITY OF SOUTHERN MAINE: B.S. degree, *Applied Technical Leadership, Summa Cum Laude*

Designed for the enhancement of quality managerial skills. Course work included: Human Resource Development, Organizational Management, Statistics, Economics, Accounting and Computer Science.

SOUTHERN MAINE TECHNICAL COLLEGE: A.A.S. degree, *Law Enforcement Technology* (3.97 GPA).

Course work included: Police Operations, Police Supervision, Police Administration, Criminal Law, Criminal Investigation, Criminal Deviance and Forensic Science, Labor Relations, Business Management, Public Speaking.

Training Highlights

- Use of Force Summit, Daigle Law Group
- CALEA Accreditation National Conferences
- Use of Force Analyst, Force Science Institute
- Leadership Academy, City of South Portland
- Incident Management / Unified Command Course, TEEX, Texas A&M
- Incident Response to Terrorist Bombings, New Mexico Tech, EMRTC
- Executive Development (POLEX)
- Personnel practices, M.M.A.
- Homicide Investigation / Death Scene Management
- Managing Discipline
- Pre-employment background screening
- Prevention / Response to Suicide Bombings, New Mexico Tech, EMRTC
- Incident Command: ICS-100, 200, 300, 400, 700 (NIMS), 702, 800 (NRP), FEMA
- Dignitary Protection, NTOA / Secret Service
- WMD for Tactical Commanders, FEMA
- Taser & Less Lethal Munitions Instructor Training / Certification
- FBI Crisis Negotiations Course
- IACP SWAT Commander Course
- Crisis Intervention Team (CIT) Course
- Massachusetts Police Leadership Institute
- Investigation of Computer Crime
- Financial Investigations
- Advanced Death & Homicide Investigation
- Basic & Advanced Tactical Ops, Rapid Deployment, Officer Safety, Use of Force courses

Recognition / Affiliations

- Recipient of numerous commendations, including *Exceptional Duty, Achievement, Meritorious Service*, Officer of the Year, *New England Organized Crime Drug Enforcement Task Force (OCDETF)*, and *Hero with Heart*
- *International Association of Chiefs of Police (IACP)*
- *Maine Chiefs of Police Association*
- *FBI - Law Enforcement Executive Development Association (FBI-LEEDA)*
- *FBI National Academy Associates (FBINAA)*
- *International Law Enforcement Educator's and Trainer's Association (ILEETA)*
- *Northern New England Police Accreditation Coalition (NNEPAC)*
- *Maine Association of Police (MAP)*
- *Cumberland County Crisis Intervention Regional Council*
- *Leadership Board, South Portland Drug Free Community Coalition*
- *Law Enforcement Subcommittee, Bicycle Coalition of Maine*

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Sonia Bean, Nancy English, Danielle West-Chuhta

FROM: Gina Tapp,  Director of Human Resources

DATE: August 21, 2019

SUBJECT: Appointment of Police Chief

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading 9/4/19 **Final Action** 9/4/19

Can action be taken at a later date: Yes X No

We request emergency action on this item as it is a critical position to fill as soon as possible.

PRESENTATION:

I. ONE SENTENCE SUMMARY

II. AGENDA DESCRIPTION (This is all that will be included on the agenda.)

Approval is requested to appoint Frank T. Clark to the position of Police Chief for the City of Portland's Police Department at the annual salary rate of \$129,636.00.

III. BACKGROUND

Frank has been with the South Portland Police Department since 1988, where he has most recently been serving as a Lieutenant. He has served in a number of capacities during his career in South Portland, including as Acting Police Chief for an extended period of time in 2014. Throughout the extensive interview process, which included an evaluation by an outside assessment center and multiple rounds of panel interviews, Frank demonstrated a commitment to developing a 21st century department looking at all ways to innovate and create a more efficient work environment for our highly dedicated and professional set of officers. Frank holds an Associates Degree from Southern Maine Community College in Law Enforcement Technology, a Bachelor of Science from the University of Southern Maine, a leadership certificate from the FBI National Academy, and is currently working towards his Masters of Public Policy and

Management from USM's Muskie School of Public Service. I have every confidence that Frank has the leadership skills and experience necessary to work collaboratively with the entire department to provide the training and equipment that will ensure the safety of our officers and the broader community.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

Resume is attached.

PLEASE REMEMBER THAT BACKUP ITEMS HAVE TO BE SINGLE SIDED.

Prepared by: Gina Tapp, Director of Human Resources

Date: June 7, 2019

MEMORANDUM
City Council Agenda Item

FROM: Ted Musgrave

DATE: August 16, 2019

SUBJECT: **Order 37-19/20 Declaring November 11, 2019 the Veterans Day Parade Festival
- Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 9/4/2019 **Final Action 9/4/2019**

Can action be taken at a later date: Yes

PRESENTATION: none

I. SUMMARY

Order Authorizing the Veterans Day Parade for Monday, November 11, 2019.

II. AGENDA DESCRIPTION

This order declares November 11, 2019 the Veterans Day Parade festival.

Additional details about the event are included in the agenda backup.

III. BACKGROUND

This is an annual parade organized by the Harold T. Andrews Post No. 17 and is held to commemorate and remember the many American servicemen and women who now serve and have served their country. The parade begins at Longfellow Square, ending at City Hall Plaza with a wreath laying ceremony and speeches by local, state, and national dignitaries. Even though it is a national holiday, Metro Bus will be operating, so buses will detour around Congress Street for the parade. And because of the holiday, many businesses and offices along the parade route (Congress Street) however, may be closed.

The City of Portland assists this group by providing police officers, barricades and preparing City Hall Plaza for the ceremony which follows the parade. The parade route is Congress Street (Longfellow Square to Portland City Hall). This year's parade is scheduled for Monday, November 11, 2019, from 10:30 a.m. to 12:00 p.m.

The parade route and Festival area will also be closed to street vendors pursuant to Section 19 -17 / 19-22 of the Portland City Code and is reserved for the use of the Public Assembly Facilities Division and Parade Organizers, for the purpose of permitting vendors for the event, subject to the direction and control of the City Manager.

Streets and adjoining sidewalks and squares that are to be closed to vehicular traffic for the event (and will act as the Festival grounds) are as follows:

Staging Area – 9:00 a.m. – 12:00 p.m.

Congress Street (from Mellen Street to State Street)

State Street (from Cumberland Ave. to Congress Street)

Dow Street (from Congress Street to Brackett Street)

The above streets may be posted "No Parking" at the discretion of parade organizers, so that the assembly area can be free of vehicles.

Parade – 10:15 a.m. – 12:00 p.m. (parade steps off at 10:30 a.m.)

Congress Street (from State Street to Pearl Street)

High Street (from Spring Street to Deering Street)

Forest Avenue (From Cumberland Avenue to Congress Street)

Casco Street (from Shepley Street to Congress Street)

Center Street (from Free Street to Congress Street)

Preble Street (from Cumberland Avenue to Congress Street)

Temple Street (from Federal Street to Congress Street)

Chestnut Street (from Cumberland Avenue to Congress Street)

And other streets, as the Police Department deems necessary.

The above streets may be posted "No Parking" at the discretion of parade organizers. Parade organizers post this, not city staff.

Ceremony at City Hall Plaza – 11:00 a.m. – 12:00 p.m.

Congress Street (from Temple Street to Pearl Street) – 10:30am – 12:30pm

Chestnut Street traffic (when reaching Congress Street) must take a right turn onto Congress Street (head west); Market Street traffic (when reaching Congress Street) must take a right turn (head east).

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Harold T. Andrews Post for the use of the above-described area for said parade and ceremony, subject to the following conditions:

- The Harold T. Andrew Post shall indemnify the city and hold it harmless from and against all claims arising out of activities during said parade and ceremony, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 combined single limit for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the Veteran's Day Parade and Ceremony,
- Expenses incurred by City Departments for said event, shall be waived (including Police services and PAFD services), and no permit fee charged to organizers for use of city property, nor shall there be a

fee for “No Parking” Signs,

- Business Licensing Office will charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival,
- Under no circumstances may alcoholic beverages be sold/consumed on the streets of public property of said area during said parade and ceremony, and
- Conditions for use of grounds/requirements for the events/tent placement, and other items specified in a permit issued from the Public Assembly Facilities Division Office, shall be adhered to.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approving and Authorizing Veterans Day Parade.

V. FINANCIAL IMPACT

City Staff provide in-kind assistance for the parade.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Recommend passage.

VIII. LIST ATTACHMENTS

1. Veterans Day Parade 2019 9.4.2019

Prepared by:

Ted Musgrave

Date: 8/16/2019

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DECLARING NOVEMBER 11, 2019
THE VETERANS DAY PARADE FESTIVAL**

ORDERED, that Sunday, November 11, 2019 is hereby declared to be the Veterans Day Parade Festival, sponsored by the Harold T. Andrews Post No. 17; and

BE IT FURTHER ORDERED, that the Veterans Day Parade Festival area shall be Congress Street from Longfellow Square to City Hall and the Robert B. Ganley Plaza; and

BE IT FURTHER ORDERED, that on Monday, November 11, 2019, the parade staging area shall be closed to traffic from 9:00 a.m. to 12:00 p.m. and shall include the following streets:

Congress Street from Mellen Street to State Street;
State Street from Cumberland Avenue to Congress Street;
Dow Street from Congress Street to Bracket Street; and

BE IT FURTHER ORDERED, that on Monday, November 11, 2019, the parade route shall be closed to traffic from 10:15 a.m. to 12:00 p.m. and shall include the following streets:

Congress Street from State Street to Pearl Street;
High Street from Spring Street to Deering Street;
Forest Avenue from Cumberland Avenue to Congress Street;
Casco Street from Shepley Street to Congress Street;
Center Street from Free Street to Congress Street;
Preble Street from Cumberland Avenue to Congress Street;
Temple Street from Federal Street to Congress Street;
Chestnut Street from Cumberland Avenue to Congress Street; and
Other streets as the Police Department deems necessary; and

BE IT FURTHER ORDERED, that on Monday, November 11, 2019, for the ceremony at Robert B. Ganley Plaza the following streets: shall be closed to traffic from 11:00 a.m. to 12:00 p.m.:

Congress Street from Temple Street to Pearl Street;
Left-turning traffic from Chestnut Street at Congress Street;

Left-turning traffic from Market Street at Congress Street; and

BE IT FURTHER ORDERED, that vehicles in violation of the “no parking” signs in the Festival Area, which shall be posted at the discretion of the parade organizers, shall be towed at owner’s expense; and

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

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to Harold T. Andrews Post No. 17 under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. The Harold T. Andrews Post No. 17 shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Harold T. Andrews Post No. 17 shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area;
3. Expenses incurred by City Departments for the Veterans Day Parade Festival shall be waived and no permit fees or “No Parking” sign fees shall be charged to the Harold T. Andrews Post No. 17;
4. Conditions for use of the grounds in a permit issued from the Public Assembly Facilities Division Conditions and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;
5. The Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and concert licenses for the Festival to those vendors the Harold T. Andrews Post No. 17 has agreed shall participate; and

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

MEMORANDUM
City Council Agenda Item

FROM: Ted Musgrave
DATE: August 16, 2019
SUBJECT: Order 38-19/20 Declaring October 6, 2019 the 28th Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Jon P. Jennings City Manager.
SPONSOR: City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 9/4/2019 **Final Action 9/4/2019**

Can action be taken at a later date: Yes

PRESENTATION: none

I. SUMMARY

Order declaring the 28th Annual Maine Marathon, Half Marathon & Relay, Sunday, October 6, 2019, as a festival.

II. AGENDA DESCRIPTION

This order declares October 6, 2019 the 28th Annual Maine Marathon, Half Marathon & Relay festival.

Additional details about the event are included in the agenda backup.

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

III. BACKGROUND

This is the 28th year that the Maine Marathon Committee has sponsored/organized the Maine Marathon. The event continues to increase in size drawing many participants from all areas of the state and New England. Expected number of registered runners this year is expected to reach 4,200. Audience attendance is also on the rise, with spectators lining much of the sidewalks, parks, and pathways along the route of the road race. Since 1997, more than 4 million dollars has been raised for local charities and cancer research. The following non-profits are the main beneficiaries of the 2019 Marathon proceeds: The Eastern Trail Alliance, Girls on the Run, Portland Squash Club, Rippleeffect and WinterKids.

The Order should include the following items:

The Maine Marathon / Half Marathon & Relay be authorized for Sunday, October 6, 2019, from 5am -3pm, to be held in Portland, specifically, Baxter Blvd. Ext. – from Forest Avenue to Preble Street, (and continuing on to Washington Avenue). Runners will congregate on Baxter Blvd. Ext. (the area between Forest and Preble), for the start and finish of race. The 3 races (Marathon, Half Marathon & Relay) each start at 7:45am from the same location.

This area at Baxter Blvd. Ext., as well as Payson Park and Baxter Blvd. itself (and the Back Cove Trail), will also be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the Maine Marathon Committee, for the purpose of conducting the Maine Marathon, subject to the direction

and control of the City Manager.

The route of the race takes runners around Baxter Blvd., taking a left onto Bates Street, then crossing over Washington Ave. onto Veranda Street, continuing on Veranda to Route One, crossing Martins Point Bridge and into Falmouth. When runners return, they cross Martin's Point Bridge and when reaching Sherwood Street, take a right onto Sherwood, then cross Presumpscot Street, then take a left onto East Kidder, then cross over Washington Ave., continuing on West Kidder, down through Payson Park and back onto Baxter Blvd., continuing around the cove, finishing back at the start/finish line: Baxter Blvd. at Pedro Field area.

During the Maine Marathon / Half Marathon & Relay, streets listed below will be closed to vehicular traffic, Sunday, October 6, 2019:

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

Baxter Blvd. (From Preble Street to Washington Avenue) – 5am to 2pm

Preble Street (From Forest Ave to Baxter Blvd.) – 5am to 2pm,

Payson Park roads (including West Kidder Street, Fernald Street entrances into Payson Park from Washington Avenue) – 5am to 2pm,

Times when runners will be filling the streets:

Washington Avenue at Veranda Street - inbound traffic may be detoured back at Ocean Ave.: 7:45 – 8am / outbound traffic on 295 Ramp (Washington Ave.), will be held back for the few minutes that runners cross over Washington Ave. There will also be traffic delays on Washington Ave. during the race (9am – 2pm) due to returning runners (from the Falmouth side) crossing over Washington Ave. from East Kidder Street to West Kidder Street and into Payson Park). Police units will let cars through when runners not crossing.

The City Manager is authorized to issue a revocable permit under Sections 25-26 thru 25-30 of Portland City Code to the Maine Marathon Committee subject to the following conditions:

Under no circumstances may alcoholic beverages be sold or consumed on City of Portland right-of-ways during said event,

The Maine Marathon Committee shall indemnify the City and hold it harmless from and against all claims arising out of activities during said event, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 combined single limit for personal or bodily injury, death, or property for said purposes,

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

Marathon organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival,

City permit fees, license fees, and costs for city staff assistance will be paid by Marathon Committee, and

Route of the course is subject to change, depending on construction projects along the course and Police recommendations leading up to the race.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Approving, Authorizing and Declaring the 2019 Maine Marathon as a Festival.

V. FINANCIAL IMPACT

Organizer pays for use of city streets, Police, Fire and PAFD assistance, and needed city licenses.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Recommend passage.

VIII. LIST ATTACHMENTS

1. Maine Marathon 2019
2. Maine Marathon 2019 - AP (council)
3. Maine Marathon 2019 - MAP of Race Route for Portland

Prepared by:

Ted Musgrave

Date: 8/16/2019

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DECLARING OCTOBER 6, 2019 THE
28TH ANNUAL MAINE MARATHON, HALF MARATHON &
RELAY FESTIVAL**

ORDERED, that October 6, 2019 from 5:00 a.m. to 3:00 p.m. is hereby declared to be the 28th Annual Maine Marathon, Half Marathon & Relay Festival, sponsored by the Maine Marathon Committee; and

BE IT FURTHER ORDERED, that the 28th Annual Maine Marathon, Half Marathon & Relay Festival area shall be Baxter Boulevard Extension from Forest Avenue to Preble Street, Baxter Boulevard, the Back Cove Trail, and Payson Park; and

BE IT FURTHER ORDERED, that during the 28th Annual Maine Marathon, Half Marathon & Relay Festival the following streets shall be closed to traffic at the following times:

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

Baxter Boulevard from Preble Street to Washington Avenue: 5:00 a.m. to 2:00 p.m.;

Preble Street from Forest Avenue to Baxter Boulevard: 5:00 a.m. to 2:00 p.m.;
and

Payson Park Roads including the West Kidder Street and Fernald Street entrances from Washington Avenue: 5:00 a.m. to 2:00 p.m.; and

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

BE IT FURTHER ORDERED, that the 28th Annual Maine Marathon, Half Marathon & Relay Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that admission to run in the races of the 28th Annual Maine Marathon, Half Marathon & Relay Festival inside the Festival Area shall be charged by the Maine Marathon Committee; and

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

1. Maine Marathon Committee shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Maine Marathon Committee shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area;
3. Maine Marathon Committee shall be responsible for all fees for a permit issued from the Public Assembly Facilities Division, as well as for fees for city licenses and the cost of assistance from city staff. Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;
4. Maine Marathon Committee shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the Maine Marathon, Half Marathon & Relay Festival;
5. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, street goods vendors, and concert licenses for the Festival to those vendors the Maine Marathon Committee has agreed shall participate;
6. The route of the course is subject to change, depending on construction projects along the course and police recommendations leading up to the race; and

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



CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION
PUBLIC PARK & SPACE APPLICATION (5 pages)
 212 Canco Rd. • Suite A • Portland • ME • 04103 • (207) 808-5400 x0
 Ted Musgrave tvm@portlandmaine.gov

APPLICATION FEE \$25.00

PAYMENT MUST BE MADE WHEN SUBMITTING APPLICATION

(This is a transferrable/non-refundable fee. If your event is permitted, the \$25.00 will be credited toward your permit fee.)

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

TODAY'S DATE		8/14/2019 Revised: 8-15	ORGANIZATION NAME		Maine Marathon
ADDRESS (Street/City/State/Zip)		PO Box 10836, Portland, ME 04104			
CONTACT NAME(S)		Bob Dunfey Race Director Bob Aube Co Race Director Steve Lee President of Maine Track Club Greg Lull Logistics	TITLE(S)		
PHONE		PHONE		PHONE	
EMAIL	mainemarathon@gmail.com	EMAIL		EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	Baxter Blvd Payson Park and Portland streets		
EVENT DAY(S) & DATE(S)	Sun October 6, 2019	RAIN DAY(S) & DATE(S) (50% added fee)	N/A
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	6 AM (with some setup on Fri and Sat) until 5 PM	EVENT START & END TIME	6 AM – 3 PM Races all start at 7:45 AM

EVENT NAME	EXPECTED ATTENDANCE
Maine Marathon, Half Marathon and Relay	4,200 runners, 800 volunteers and hundreds of spectators

DESCRIPTION OF EVENT

The 3 races have the same start time: 7:45am. There is an early start time of 6am, but that if for 100 or so National Gaurdsmen + women. Baxter Blvd + Payson Park closed to vehicles: 5am – 2pm. Preble Street (from Hannaford to Baxter) closed. **The section of street (Baxter Blvd) between Pedro Field and Hannaford Entrance is the Start Finish Line area and where lots of TENTS, refreshments, music will be.**

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

More Detailed list: During the Maine Marathon / Relay and Half Marathon, streets listed below will be closed to vehicular traffic, **Sunday, October 6, 2019:**

Preble Street (From Forest Ave. to Baxter Blvd.) – 5am – 3pm,

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

Baxter Blvd. (From Preble Street to Bates Street/Washington Avenue) – 5am to 2pm,

Payson Park roads (including West Kidder Street, Fernald Street entrances into Payson Park, from Washington Avenue) – 5am to 2pm.

Facebook:

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

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

IS THERE A REGISTRATION FEE/PLEDGES	
--	--

COLLECTED FOR THIS EVENT?	Please check: ____ Yes ____ FEE ____ Optional ____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$50 - \$160
	STUDENT FEE	\$N/A

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
Primarily the USM garage and lots, nearby public lots, some private company lots and streets

PLEASE CHECK OFF AND ANSWER:

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

		X-YES	X-NO	X-NOT SURE
*	Are you setting up a canopy(s) ? (10'x10' size or smaller) How many?	X SEVERAL		
*	Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: http://portlandmaine.gov/DocumentCenter/Home/View/2317 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 874-8703 for more information. PLEASE apply at least 2-weeks before your event. Tent/Stage Size(s): Exact Location(s) of Tent/Stage Placement Requested: *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***	X 2 20x40 tents (setup at Pedro Field) permission granted by Little League.		
*	Will you be setting up tables and/or chairs ? How many tables: Many chairs: Many	X		
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	X INFLATABLE ARCH AT START/FINISH LINE ON BAXTER BLVD		
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from PAFD and possibly a Temporary Food Service License from Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event. 2 Need TFSL: Dunkin Donuts and Kelly's Ice Cream.	X FOOD TRUCKS DUNKIN Mr. Tuna Noble BBQ Totally Awesome Vegan PB&ME Café Crepe Kelly's Ice Cream		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (874-8557) – 2 week notice. List items you wish to sell:		X	
*	Are you setting up a PA (sound) system ? Yes Are you planning on having Amplified Music ? Yes Band? DJ? No Boom Box? No If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X PA System on site at Start/Finish Line (and other areas along the race course). Organizer will keep volume		

		levels down so that neighbors are not disturbed. AND ACUSTIC GUITAR PLAYER IN BALLFIELD		
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	X BAXTER BLVD. (PEDRO FIELD) PAYSON PARK (BASKETBALL COURT + BLVD)		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters ? How many? 30 "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.	X		
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (874-8493).	80+ BARRICADES, Detour Signs, Road Closed Signs used, 10 Cones used at Ocean Ave. Turning Lane 10 Cones used at Forest Ave. Turning Lane	NO VESTS	
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gffenton@gpmetro.com) to discuss.	X WILL CONTACT METRO BUS		
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please call Sgt. Nevins (874-8554) or Police Shift Command (874-8855/8556) well in advance to arrange.	X		
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 874-8400.	X		
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 874-8910 well in advance to arrange.		X	
Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.				
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic.	X		
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to PAFD: 808-5400 x0.	X		

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference,	X		
---	--	---	--	--

concert, etc. Product liability insurance is also required if the event has been approved for serving food.)			
--	--	--	--

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

♦ Both the **Certificate of Insurance** and **Additional Insured Endorsement** shall be sent to tvm@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

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

ELECTRICITY
All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you not use electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

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

PORTA-RESTROOMS / BATHROOM FACILITIES
Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a \$25 user fee is required (paid to PAFD). If extra units are rented by organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

TRASH
All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

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

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

ADA COMPLIANCE
Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$20 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). The PAFD Office has cones it can rent to you (see fee schedule below) if needed. To ensure you can have vehicles (illegally parked at signs you've posted) towed, please complete and fax/email/hand deliver to city departments a "No Parking Authorization Form," which you can get from staff when you pick up NP signs. Please make sure signs are removed once the event is complete. ***Under certain conditions, the reserved parking fee may be reduced. Upon review of your application, PAFD will advise if your event qualifies for a reduction. If paying a reduced rate, towing may not be enforceable. PAFD will advise regarding these parameters as well.**

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require a Concert License from the PAFD Office.
If the Police Dept./City Staff receive noise complaints, they will respond accordingly.
Please set the PA System up with speakers facing away from businesses/residences to lessen impact.
Please keep volume levels low out of consideration for nearby residents and businesses.
The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 92 decibels. One verbal warning shall be issued if the sound has been found to have exceeded 92 decibels. The warning may be given to the sound board operator or the organizer/organizer's designee. If the 92 decibel limit is found to have been exceeded a second time during the same event, the single event concert permit (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

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

NOTIFICATION

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

STREET CLOSURE NOTIFICATION

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

REVOCABLE PERMIT

- ◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ◆ The City reserves the unconditional right to revoke or revise an issued permit.
- ◆ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES**TYPE INITIALS****BD****DATE****8/14/19****ASSUMPTION OF RISK & LIABILITY**

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement**TYPE INITIALS****BD****DATE****8/14/19****PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.****FEE SCHEDULE – UPDATED JULY 1, 2018**

Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.	
Simple Event (no registration fee): \$75/hour Event with registration or pledges & attendance 25 - 300: \$125/hr Event with registration or pledges & attendance 301+: \$225/hr Film/Photo Shoot: \$100/day Public Space/Park Security Deposit: \$100 - \$1000 Sound Security Deposit: \$100 - \$1,000 Impact/Street Closure Fee (variable based on impact): \$100-\$500 Staff Fee (on site event support): \$37/hour Administrative Fee (event coordination support): \$40/hour or more "No Parking" Signs: \$25 each Cancellation Fee: \$75	Electricity (activation/de-activation) Fee: \$40/flat Porta Restroom User Fee (if attendance is 150+): \$25 Single Concert License: \$38 Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit Bike Racks: \$10/ea. Rental Fee + \$25/ea. Security Deposit Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit Safety Vests: \$15/ea. Security Deposit Keys: \$50/ea. Security Deposit Equipment Delivery Fee: \$100 or more

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"	
◆	Please make out security deposit checks separate from permit fees.

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)			
Permit Fee for use of area:	\$ TBD	Single Concert (Amplified Sound) License Fee:	\$ TBD
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$ TBD
Staff Fee (on site event support):	\$ TBD	Public Space / Park / Sound Security Deposit:	\$ TBD
Admin. Fee (event coordination support):	\$ TBD	Borrowed / Rented Equipment Deposit:	\$ TBD
Electricity Fee (activation/de-activation):	\$ 40 due	Additional Fees:	\$ TBD
Impact/Street Closure Fee (variable based on impact):	\$ TBD	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

FOR OFFICE USE ONLY							
DATE APPLICATION RECEIVED: 8-15-19							
APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Yes
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	
PAYMENT TYPE							
VISA / MC NUMBER:		CHECK NUMBER:		CHECK AMOUNT:	\$	CASH AMOUNT:	\$
CREDIT CARD AMOUNT:	\$	CREDIT CARD EXP. DATE:		CHECK NUMBER:		CHECK AMOUNT:	\$
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED							

PLEASE RETURN FORM (WORD DOC) AT LEAST 30 DAYS IN ADVANCE TO:	
◆	Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: tvm@portlandmaine.gov



MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 13, 2019

SUBJECT: Order 39-19/20 Granting Municipal Officers' Approval of Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street - Sponsored by Jon P. Jennings, City Manager.

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street.

Application was filed on 4/24/2019. New City application. Applicant currently holds a Class Lounge license.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. The Bar of Chocolate

2. 20190819080135509

Prepared by:

Date: 8/13/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street.

Smartin Services LLC
dba: The Bar of Chocolate Café
38 Wharf Street
Portland Maine 04102

April 19, 2019,

Dear Mayor Strimling and Members of the Portland City Council,

I write to ask that you approve our application for outdoor dining on the Public Property known as Plum Street located immediately to the east of our leased premises at 38 Wharf Street.

The Bar of Chocolate Café has been licensed by the City of Portland as a Class A Lounge since June 2013.

It is our intention to serve cocktails, desserts and small savory dishes such as cheese and olive plates to our guests who will be seated at six, four top tables during our hours of operation seven days a week from 4pm until 1am.

We will most likely be seeking the cooperation of the previous user of the property to remove an existing barrier at Wharf and Plum Street so that we can install moveable stanchions with heavy rope barriers to separate the useable outdoor space from Wharf Street.

We also intend to install these moveable stanchions on the west side of the far end of the proposed space to separate a walkway for the neighboring business to maintain access to their back entrance.

Thank you for your consideration.

Sincerely,

Sarah Martin

Smartin Services LLC

dba The Bar of Chocolate Cafe



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

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

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

☒ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X <u>360</u> SF = <u>720⁰⁰</u> + \$84 <u>\$804⁰⁰</u>
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X _____ SF = _____

Business Information	
Business Name (d/b/a):	The Bar of Chocolate Cafe Phone: 207 450-3290
Location Address:	38 Wharf Street Portland ME 04102 Zip:
Mailing Address:	38 Wharf Street Portland ME 04102 Zip:
Contact Person:	Sarah Martin Phone: 207 450-3290
Contact Person Email:	doccafe@hotmail.com
Manager of Establishment:	Sarah Martin Date of Birth: 3/1/1966 Phone: 207 450 3290
Owner of Premises (Landlord):	Scott Lindsay Chase Block LLC
Address of Premises Owner:	P.O. Box 7626 Portland ME 04101 Zip:

Owner Information

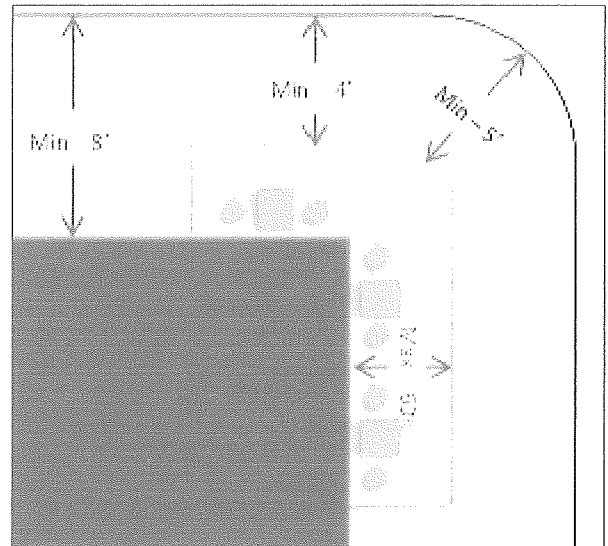
Corporate Name		Corporate Mailing Address	
Smartin Services LLC		38 Wharf Street Portland ME 04102 Zip:	
Contact Person:	Sarah Martin	Phone:	207 4503290
Principal Officers	Title	Date of Birth	Residence Address
Sarah Martin	owner	3/1/1966	251 Valley Street Portland ME

About Your Establishment

Class of License:	Class A lounge
Type of food served:	Desserts, small plates
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	4pm - 1am Dailey
Number of Tables	15 tables
Number of Chairs	30 chairs.

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8' 0"	No
≥ 8' 0"	Yes – up to 60% of sidewalk
Sidewalk Type	Sidewalk Passage Width (Min)
Standard sidewalk	4' 0"
Street corner	5' 0"

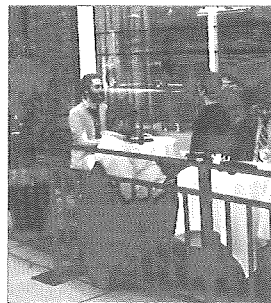
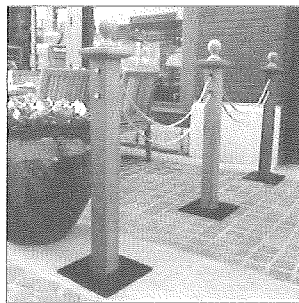
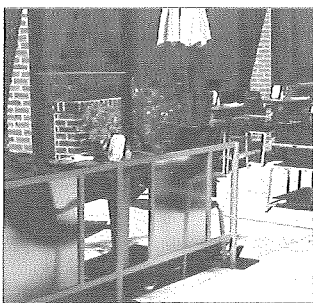


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

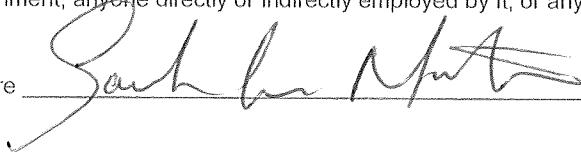
Example barrier types that meet regulation



Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

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

Signature  Title Owner Date 9/18/19

For Administrative Use Only

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



THEBARO-01

JDELPONTE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Insurance - Portland 470 Forest Avenue Portland, ME 04101	CONTACT NAME:	
	PHONE (A/C, No, Ext): (207) 797-9400 FAX (A/C, No): (207) 523-8057	
INSURED Smartin Services, LLC, DBA The Bar of Chocolate,BOCcafe 38 Wharf Street Portland, ME 04101	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Patrons Insurance	28290
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BO500794	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

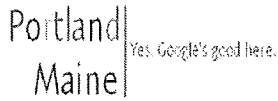
CERTIFICATE HOLDER

CANCELLATION

City of Portland
389 Congress St
Portland, ME 04101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Bar of Chocolate

Dan Hondo <danh@portlandmaine.gov>

Wed, Aug 14, 2019 at 1:18 AM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on the PD side

On Mon, Aug 12, 2019 at 3:17 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

I had pulled this item because of a dispute of the alley way. This will be going before council on 9/4.

Please advise with approvals. Thanks Jess

Jessica Blais Hanscombe

Licensing and Housing Safety Manager

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

----- Forwarded message -----

From: **Jessica Hanscombe** <jhanscombe@portlandmaine.gov>

Date: Wed, Apr 24, 2019 at 12:58 PM

Subject: Bar of Chocolate

To: Aaron Bridges <bridgesa@portlandmaine.gov>, Chris Beaumont <cbeaumont@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petrucci <petruccid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Nicholas Goodman <nickg@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

Good Afternoon

Please see the attached application for adding Outdoor Dining to their Class A Lounge license. This will go before council on 6/3. Please advise. Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

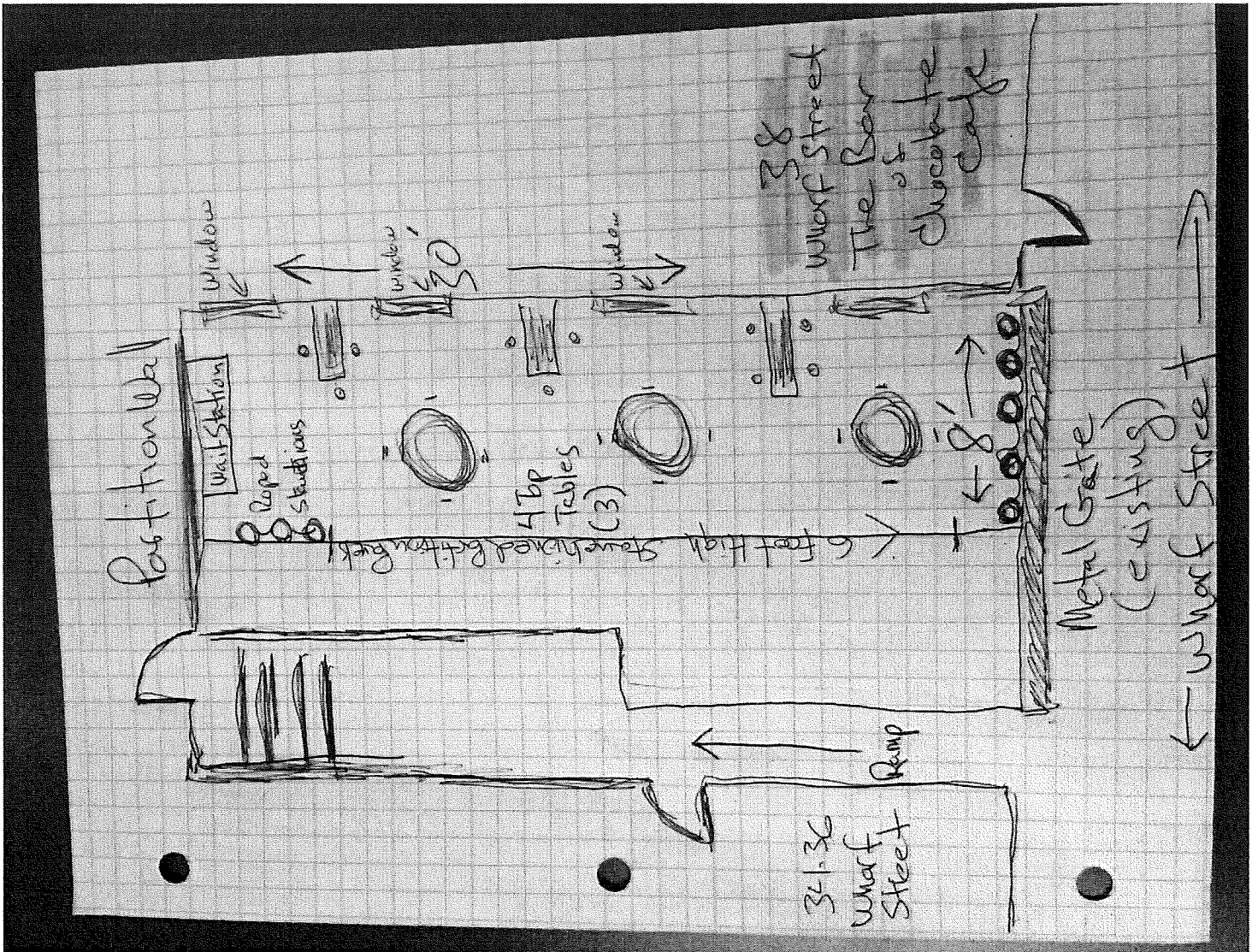
Portland, Maine 04101

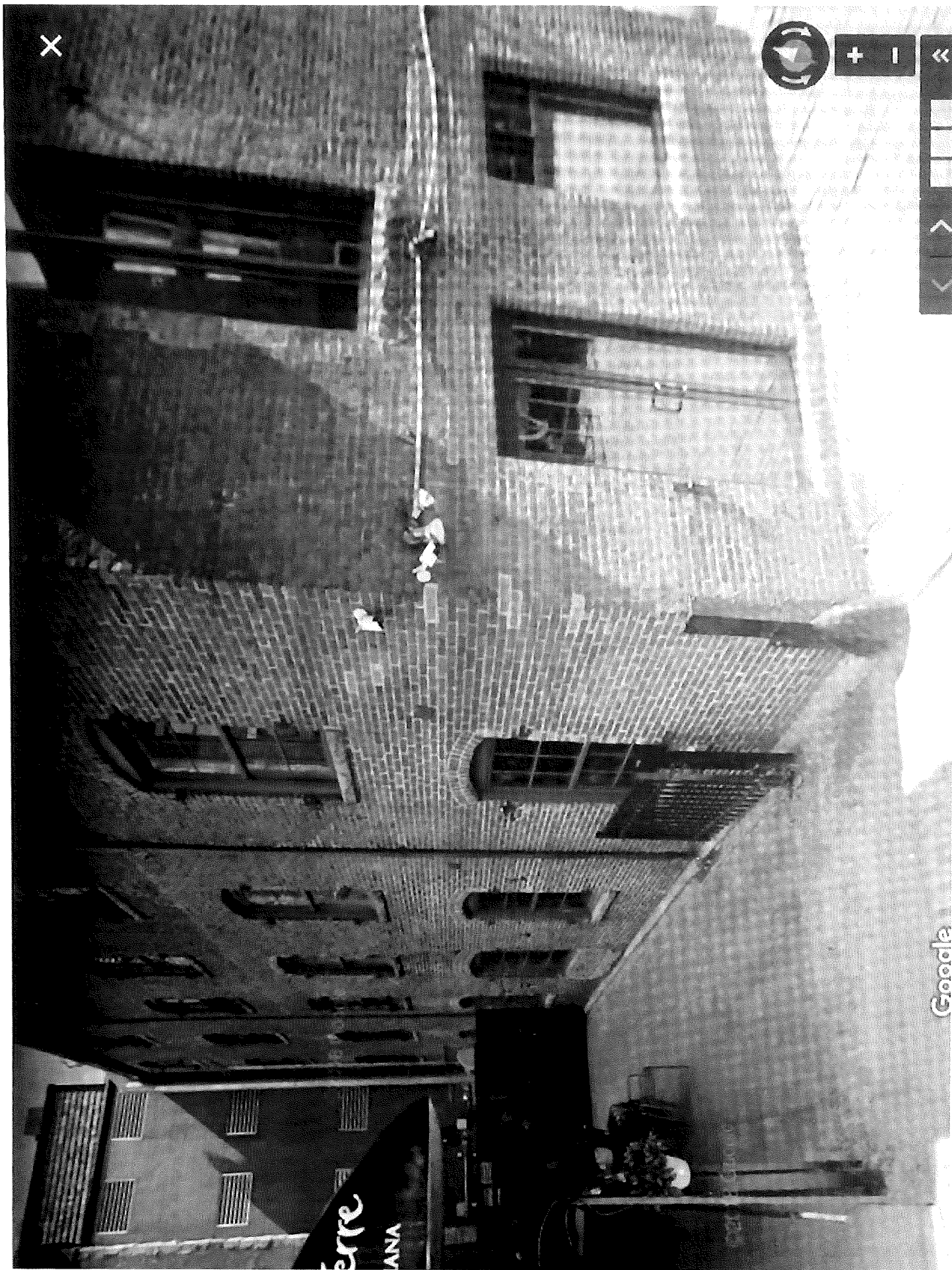
207-874-8783

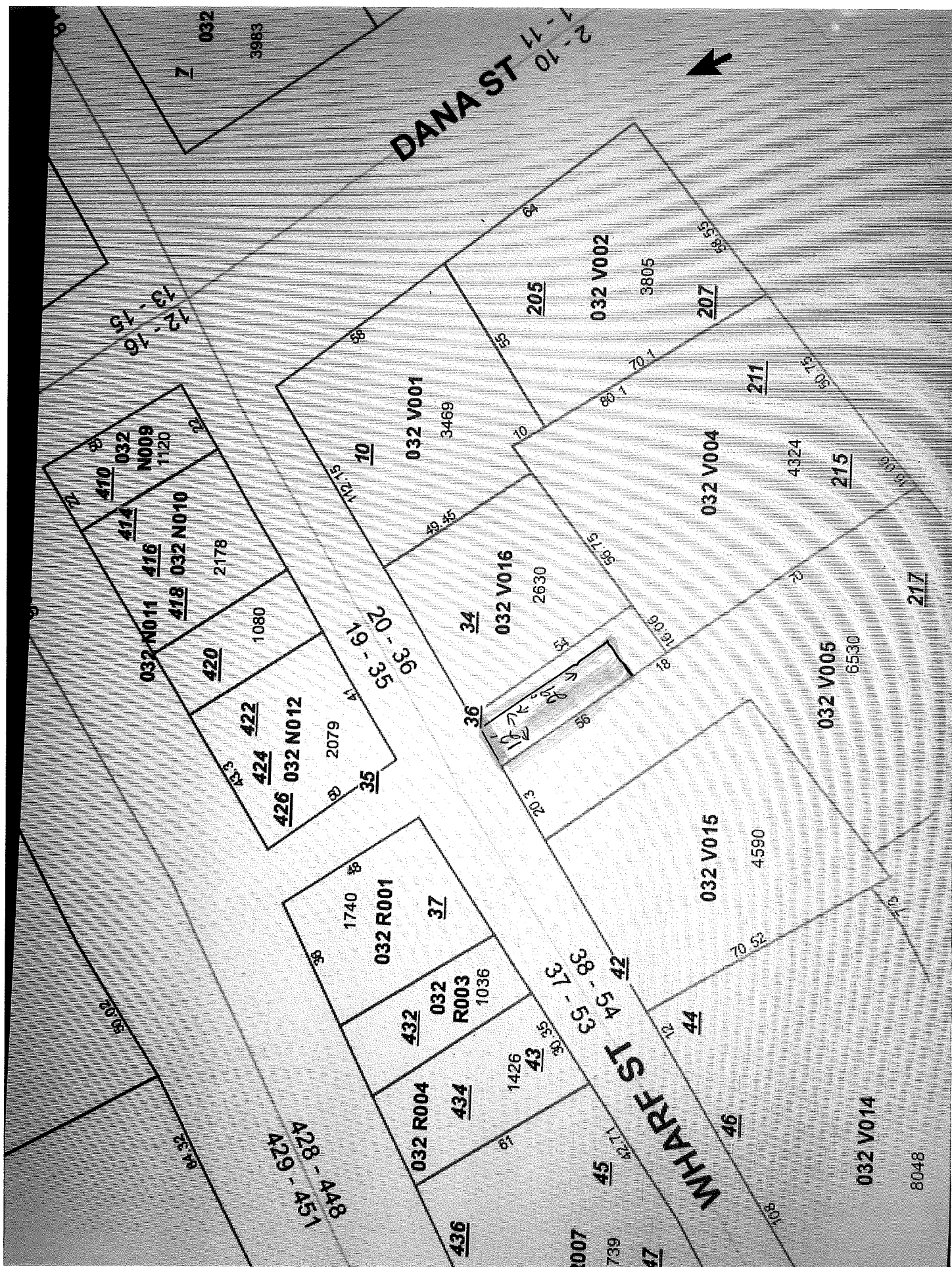
jhanscombe@portlandmaine.gov

--

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513







12' x 29' Proposed Use Area Plummer Street

37

Willard Street X

36

Circular
Driveway

34

032 V016

2630

Ramp

2-5 m

Stairway
Partition
Wall

The Baro
Chocolate
Cafe

203

032 V015

032 V0

The Baro Chocolate Cafe Outdoor Dining Application Plum Street



CITY OF PORTLAND
Permitting and Inspections Department

August 13, 2019

Smartin Services LLC
38 Wharf Street
Portland ME 04101

Re: Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street.

Dear Sarah Martin,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday September 4, 2019 at 5:30 p.m.**, for the review of application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 4, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., Smartin Services LLC dba The Bar of Chocolate Café. Application for a Class A Lounge with Outdoor Dining on Public Property at 38 Wharf Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 13, 2019

SUBJECT: **Order 40-19/20 Granting Municipal Officers' Approval of Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street - Sponsored by Jon P. Jennings, City Manager.**

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street.

Application was filed on 8/12/2019. New City and State application. Applicant currently holds a Class III & Class IV FSE with Entertainment with Dance and Outdoor Dining on Private Property.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. The Public Works
2. 20190819075232307

Prepared by:

Date: 8/13/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street.



Robert Barrett
Maureen Littlefield
The Public Works
52 Alder Street, Portland 04101

August 12, 2019

Mayor Strimling & Councilors
City of Portland
389 Congress Street
Portland, ME 04101

Dear Mayor Strimling & Portland City Councilors,

This letter of intent is to secure a ^{Auditorium} ~~Class I~~ liquor license for spirits, beer and wine in order to offer bar service in our event space located at 52 Alder Street. In 2018/2019 we have held a Class III & Class IV Liquor License.

Please find these enclosed documents with this letter.

1. Application for license for Portland
2. Application for license with the state of Maine
3. Application for Entertainment
4. Application for outdoor dining
5. Diagram of the premise
6. The Public Works lease

We are excited to be a part of Portland's Bayside neighborhood.

Sincerely,

Robert Barrett
Owner & CEO

Maureen Littlefield
Dir. of Operations & Business Development



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	The Public Works	Phone:	207 210 3401
Location Address:	52 ALDER ST.		Zip: 04101
If new, what was formerly at this location:			
Mailing Address:	52 ALDER ST		Zip: 04101
Contact Person:	Maureen Littlefield	Phone:	207 210 3401
Contact Person Email:	maureen@thepublicworks.me		
Manager of Establishment:	Maureen Littlefield	Date of Birth:	11/9/1988
		Phone:	207 210 3401
Owner of Premises (Landlord):	Robert Barrett - HAL, LLC		
Address of Premises Owner:	65 Hanover St.		Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address
Robert Barrett	11-13-1982	3 Sweetsir Rd. Cape Elizabeth 04107

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

Corporate Name		Corporate Mailing Address	
The Public Works LLC		52 Alder St. Portland	
		Zip:	04101
Contact Person:	Maureen Littlefield	Phone:	207 210 3401
Principal Officers			
	Title	Date of Birth	Residence Address
Robert Barrett	owner	11-13-1982	3 Sweetsir Rd Cape Elizabeth 04107
Class of Liquor License:		Class A Restaurant (Class 1) Auditorium	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	Hot Dogs + Snacks	
Please circle all that will be served:	Beer Wine Liquor	
Projected percentage of sales:	Generated from Food: 10%	Generated from Alcohol: 10%
Hours & days of operation:	Event Rental Based	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N	
If No, please explain:	Event Based Bar Rental	
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 pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?	currently open w/ Class III + IV license	
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):	The Public Works 52 Alder St. Portland, ME (same location)	
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 Maureen Littlefield 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 Maureen Littlefield Title Dir. of operations Date 8.9.19



CITY OF PORTLAND
Permitting and Inspections Department
Outdoor Dining Permit on Private Property
Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

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

Business Information					
Business Name (d/b/a):	The Public Works	Phone:	207 210 3401		
Location Address:	52 ALDER ST. PORTLAND		Zip: 04101		
Mailing Address:	Same as above		Zip:		
Contact Person:	Maureen Littlefield	Phone:	207 210 3401		
Contact Person Email:	maureen@thepublicworks.me				
Manager of Establishment:	Maureen Littlefield	Date of Birth:	11.9.88	Phone:	207 210 3401
Owner of Premises (Landlord):	HAL, LLC				
Address of Premises Owner:	65 Hanover St. Portland		Zip:	04101	

Owner Information

Corporate Name		Corporate Mailing Address			
The Public Works		52 Alder St. Portland		Zip:	04101
Contact Person:	Maureen Littlefield	Phone:	207 210 3401		
Principal Officers					
Title	Date of Birth	Residence Address			
Robert Barrett	Owner	11.13.82	3 Sweetser Rd. Cape Elizabeth, ME		



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class 1
Type of food served:	Hot Dogs + Snacks
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	Event Rental Based
Number of Tables	4
Number of Chairs	12

Design and Construction

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

Maintenance and Operations

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

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

Signature Maureen E. Hefield Title Dir of Operations Date 8.9.17

For Administrative Use Only

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

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

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: 9.24.19

NEW application: ☐ Yes ☒ No (Adding Spirits)

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection (New Licensees/ Ownership Changes Only) Date : _____ Business hours: _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ GOLF COURSE (Class I,II,III,IV) ☐ TAVERN (Class IV) ☐ QUALIFIED CATERING
☒ OTHER: AUDITORIUM ☐ SELF-SPONSORED EVENTS
 (QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>The Public Works LLC</u>		Business Name (D/B/A) <u>The Public Works</u>	
APPLICANT(S) –(Sole Proprietor) DOB:		Physical Location: <u>52 ALDER ST.</u>	
DOB:		City/Town <u>Portland</u>	State <u>ME</u>
Address		Zip Code <u>04101</u>	
Mailing Address		Same As Above? ☒	
City/Town	State	Zip Code	
City/Town	State	Zip Code	
Telephone Number	Fax Number	Business Telephone Number	Fax Number
		<u>207 210 3401</u>	
Federal I.D. # <u>85-0563267</u>		Seller Certificate #: or Sales Tax #: <u>1193026</u>	
Email Address: <u>maureen@thepublicworks.me</u>		Website: <u>Thepublicworks.me</u>	

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____

2. State amount of gross income from period of last license: -Beer+wine
 ROOMS \$ _____ FOOD \$ 5,071 LIQUOR \$ 22,509

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

4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

5. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # _____ Name of Business _____

Physical Location _____

City / Town _____

6. If manager is to be employed, give name: Maureen Littlefield

7. Business records are located at: _____

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

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

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Robert Schofield Barrett	11.13.1982	Portland, ME
Maureen Littlefield (Mansmann)	11.9.1988	Durham, NC
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Robert Barrett	City: Portland, ME Cape Elizabeth, ME	State:
Name: Maureen Littlefield	City: Jacksonville, FL - N. Yarmouth, ME - Freeport, ME	State:
Name:	City:	State:

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐ (same location/business)

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

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Indoor and outdoor combineable Event space (Diagram Attached)

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

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

Which of the above is nearest? _____

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

If YES, give details: Bank Mortgage + loan

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

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

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

PLEASE SIGN IN BLUE INK

Signature of Applicant or Corporate Officer(s)

Robert Barrett
Print Name

Signature of Applicant or Corporate Officer(s)

Maureen Littlefield
Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications).....	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class III & IV Malt & Vinous Only	\$ 440.00
CLASS III & IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	
SELF-SPONSORED EVENTS: Qualified Caterers Only	\$ 700.00



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

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

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

Please clearly complete this form in its entirety.

1. Exact legal name: The Public Works, LLC
2. Doing Business As, if any: The Public Works
3. Legal Entity's FEIN #: 85-0563267
4. Date of filing with Secretary of State: April 2, 2018 State in which you are formed: Maine
5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Robert Schotfield Barrett	Portland, ME Cape Elizabeth, ME	11.13.82	owner	100
Maureen Ellyse Littlefield (Mansmann)	Jacksonville, FL N. Yarmouth, ME Freeport, ME	11.9.88	Dir. of Operations	

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

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

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☐ Yes ☒ No
9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

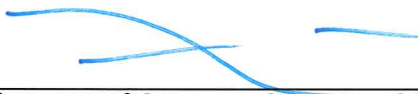
Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

PLEASE SIGN IN BLUE INK



Signature of Owner or Corporate Officer

8.9.19

Date

Robert Barrett

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

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



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☐ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☒ Combined Entertainment \$800.00
--	---	---

Business Information			
Business Name (d/b/a):	The Public Works	Phone:	207 210 3401
Location Address:	52 Alder St. Portland		Zip: 04101
Owner Name:	Robert Barrett	Phone:	207 838 6310
Owner Email:	Rob.Barrett@barrethmade.com		
Contact Person responsible for Entertainment:	Maureen Littlefield	Phone:	207 210 3401
Contact Person Email:	maureen@thepublicworks.me		
Manager of Establishment:	Maureen Littlefield	Phone:	207 210 3401
Manager Email:	maureenlittlefield - maureen@thepublicworks.me		

About Your Establishment

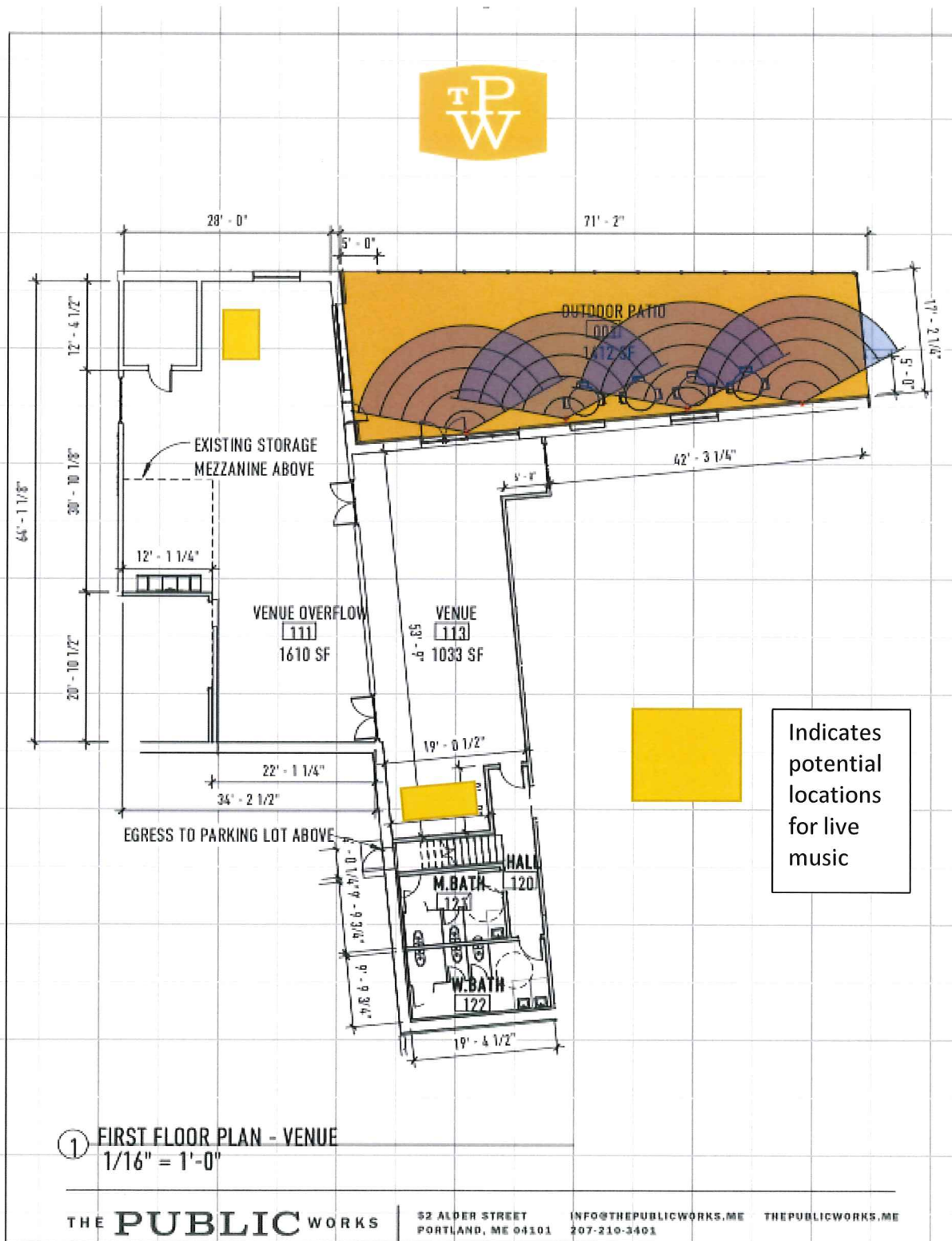
Describe in detail the type and nature of the business and proposed entertainment:

The business is an event space that can be rented for private or community events. the entertainment will be light cocktail music, DJ (for weddings) or small bands.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license 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.

Signature Maureen Littlefield Title Dir of Operations Date 8.9.19

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov





THE PUBLIC WORKS SOUND MITIGATION PLAN

The location of the speakers was selected because if the speakers are at ground level and aiming up the audio will travel up and away from the listening area. This will help limit overall sound travel.

Prepared and Certified by:

James Banfield- Sound Engineer and Loudspeaker Designer.

Details of methods used to minimize the impact on entertainment on the surrounding uses

The amplifier and volume controls are set with a limiter to prevent over driving the speakers as well to limit the overall volume.

Speaker Locations and directions

The speakers are mounted on the outdoor Patio wall aiming down and 14' off the ground.

Sound System details and controls

System consists of 4 Terra AC 17e speakers made in Brunswick, Maine. Amplification is a Crown Dci 8/300 and sound mixer with Sonos for a music source.

Stage and site layout and direction

There is no dedicated stage in the space, however we have marked on the site plan, where live music would be potentially played from.

Noise cancelling or mitigating measures proposed

Speakers were aimed down so that the first reflection was the ground to limit the amount of stray sound to the area.

Anticipated Sound readings

65 Db -75 Db

On-Site monitor when attendees are expected to exceed 250

We will have a manager or staff employee on site during events that can monitor sound.

Fwd: Sound Mitigation Plan-needs approval

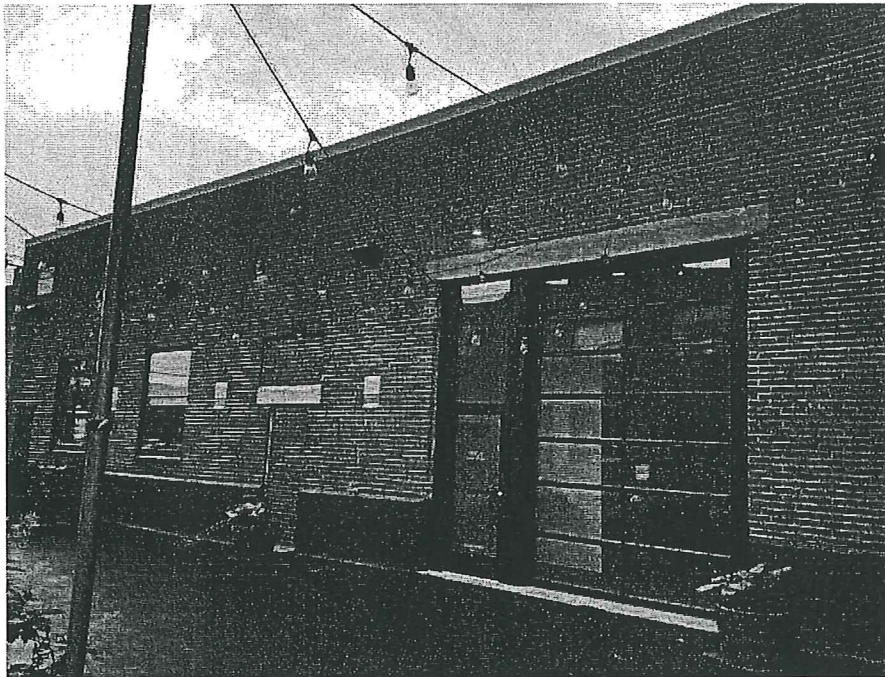
Jessica Hanscombe <jhanscombe@portlandmaine.gov>
To: Jess Work <jhanscombe@portlandmaine.gov>

Mon, Aug 19, 2019 at 7:49 AM

----- Forwarded message -----

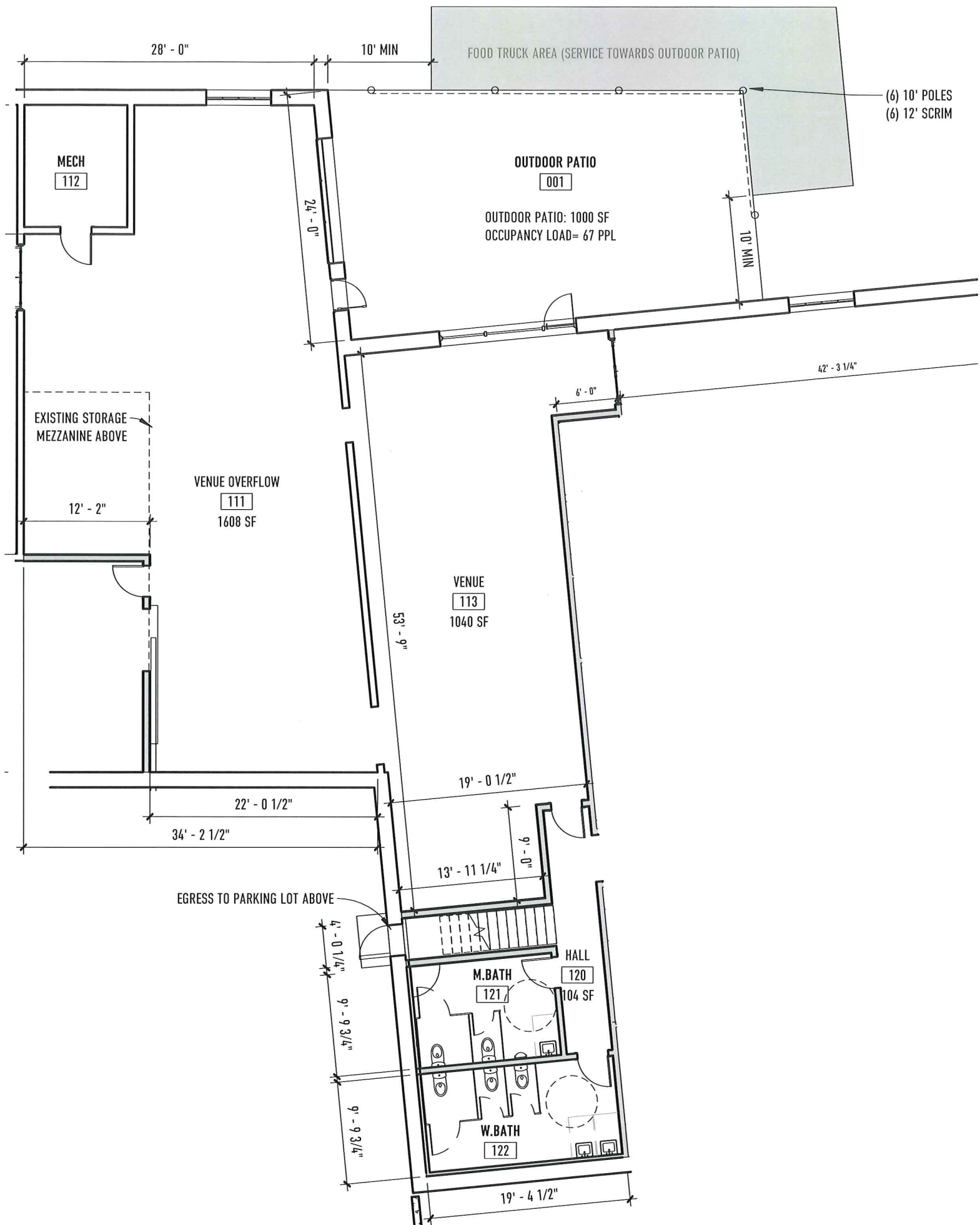
From: **Kevin Schneck** <kschneck@portlandmaine.gov>
Date: Tue, Aug 13, 2019 at 10:05 AM
Subject: Re: Sound Mitigation Plan-needs approval
To: Andy Downs <andy@portlandmaine.gov>

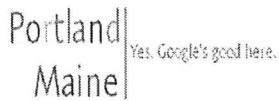
I looked this over, they are nestled between themselves and Bayside Bowl, their placement and gear is reasonably situated for what they want to do, Their system also contains a limiter which will help corral noise and there are no subs in the plan so the low end will not be out of hand.





--
Kevin Schneck
Technical Director
Dept. of Rec. and Fac. Management
Public Assembly Facilities Division
Portland Maine





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Public Works

Dan Hondo <danh@portlandmaine.gov>

Wed, Aug 14, 2019 at 1:17 AM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on the PD side

On Mon, Aug 12, 2019 at 3:46 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for an upgrade. They currently serve beer and wine and are upgrading to a Full liquor license. This will go before council on 9/4. Please advise with approvals. Thanks Jessica

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

--

Lt. Dan Hondo
Portland Maine Police Dept.
Patrol Team B3/B4
(207)874-8513



CITY OF PORTLAND
Permitting and Inspections Department

August 13, 2019

Public Works LLC
52 Alder Street
Portland ME 04101

Re: Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street.

Dear Maureen Littlefield,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Wednesday September 4, 2019 at 5:30 p.m.**, for the review of application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on September 4, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., Public Works LLC dba The Public Works. Application for an Auditorium license with Combined Entertainment and Outdoor Dining on Private Property at 52 Adler Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 29, 2019

SUBJECT: **Order 213-18/19 Approving Modification of the Three-Party Agreement between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Congress Street Intersection Improvements - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No This agreement modification must be approved by City Council and signed by the City Manager as soon as possible to allow Maine Department of Transportation (MaineDOT) to meet its target bid date and target construction start date for this project.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached update to a Three-Party Municipal/State/ PACTS Agreement and authorize the City Manager to sign it, which will allow MaineDOT to move ahead with its plans to advertise and construct improvements to traffic signals and ADA facilities at the following intersections:

Congress Street at Forest Avenue
Congress Street at Preble Street
Congress Street at Elm Street
Congress Street at Temple Street

II. AGENDA DESCRIPTION

This agreement, between the Maine Department of Transportation (MaineDOT), the City of Portland, and Portland Area Comprehensive Transportation System, WIN 022132.00, obligates MaineDOT to update traffic signal controls, technology and communications, as well as a number of new signal structures and related ADA ramp updates. Lastly, the work will allow for this section of Congress Street to be transit priority ready. The agreement obligates the City to pay \$158,562.50, or 25% of the total cost of the estimated \$634,250.00.

This item must be read on two separate days. It received its first reading on April 8, 2019, and was inadvertently left off the next agenda. In view of that issue, staff requests that this order be passed as an emergency. Seven affirmative votes are required for passage after public comment.

III. BACKGROUND

The Congress Street Intersection project is part of MaineDOT's 2018-2020 work plan. Construction work on this project is scheduled to be completed this year. The Council originally approved this project as part of Order 202-15/16, on April 4, 2016.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The project will update signal operations and improve ADA access, through improved technology and infrastructure, thus improving mobility for multiple modes. Several new structures will ensure that structural integrity and safety are maintained at these locations. PACTS and DOT funds will pay for 75% of the project costs, so the majority of funding will be leveraged.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the total construction cost, so the fiscal impact is relatively low. The total cost of this work is expected to be paid from CIP accounts C18012 and C20112. A fiscal impact note is included to provide additional information.

VI. STAFF ANALYSIS AND BACKGROUND

The cost of the project, originally estimated at \$480,700 has gone up due to the determination that more signal structures needed replacement, as well as project delays due to long internal reviews and related impacts at DOT.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow MaineDOT to improve the intersections of Congress Street with Forest, Preble, Elm and Temple.

VIII. LIST ATTACHMENTS

1. Three-party MDOT, PACTS and Portland re Modification Congress Street Intersection 4.2.2019
2. CongressStIntersectionImprovements_Map
3. WIN22132PortlandCongressStIntersectionModKE_3_6_19 (1)
4. Fiscal Impact Note Congress Bus Signals

Prepared by:

Date: 8/29/2019

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

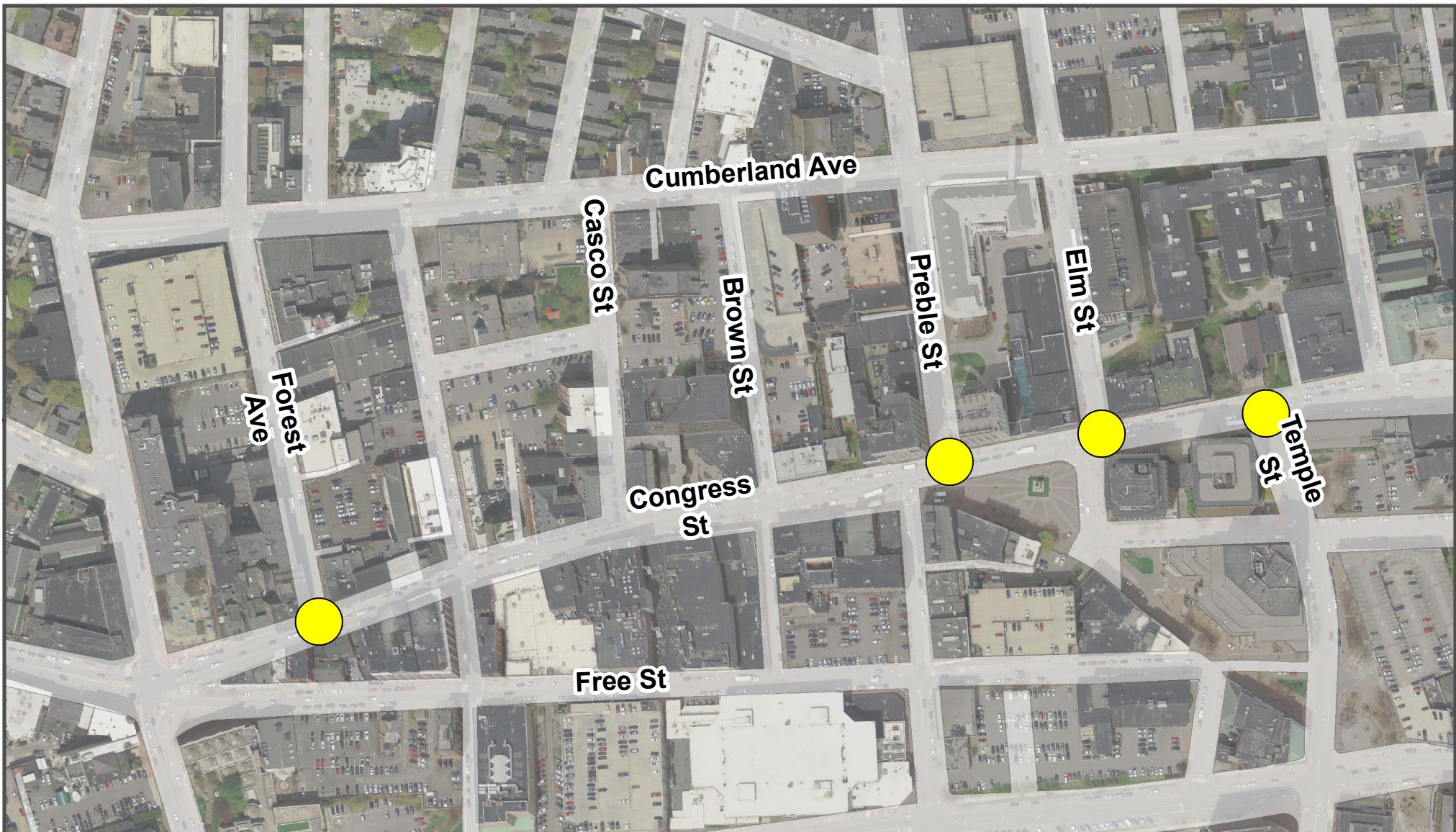
CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING MODIFICATION OF THE THREE-PARTY AGREEMENT
BETWEEN PORTLAND, THE PORTLAND AREA COMPREHENSIVE
TRANSPORTATION SYSTEM
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CONGRESS STREET INTERSECTION IMPROVEMENTS**

ORDERED, that the modification of three-party Municipal Partnership Initiative Program Agreement between the Maine Department of Transportation, the Portland Area Comprehensive Transportation System and the City of Portland for Congress Street Intersection Improvements, with WIN 022132, is hereby approved in substantially the form attached hereto; and

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

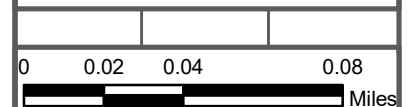
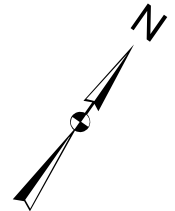


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

CONGRESS ST INTERSECTION IMPROVEMENTS

WIN 22132.00

Legend





Internal Use Only

TEDOCS #:
AMS Advantage #: DOT1116-37022 PACTS & DOT1116-37023 Portland
CSN#: 37022 PACTS & 37023 Portland

**MAINE DEPARTMENT OF TRANSPORTATION
MODIFICATION # 1 TO THREE-PARTY PARTNERSHIP AGREEMENT**

Project Location: Portland
State W.I.N. #: 022132.00
Federal W.I.N. #: 2213200
Customer ID#: PACTS
Customer ID#: PORTLAND

Original Estimated Project Amount: \$83,750.00
Current Estimated Project Amount: \$83,750.00
Modified Estimated Project Amount: \$634,260.00
Current Agreement Expiration Date: 12/30/2019
Modified Agreement Expiration Date: 12/31/2021 ☐ N/A

This Modification hereby amends a Three-Party Partnership Agreement that was executed by MaineDOT on 11/8/2016, with the Portland Area Comprehensive Transportation System (PACTS) and the City of Portland (Municipality), hereinafter the "Parties" for Congress Street Intersection Improvements (Project) as follows:

- ☒ **Increased Estimated Project Amount.** The maximum amount of the Agreement shall be increased by: \$550,510.00 from \$83,750.00 to \$634,260.00. Reason: The preliminary engineering phase is completed; the Project is to move forward with full development.
- ☒ **Expiration Date.** The Contract Expiration Date of the Project Contract shall be extended from 12/30/2019 to 12/31/2021. Reason: Additional time needed to complete the project.

The following attachments are hereby incorporated into this Modification:

☒ **Appendix A – Agreement Revisions**

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the Agreement. The Parties, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

**PORTLAND AREA COMPREHENSIVE
TRANSPORTATION SYSTEM**

By: [Signature]
Kristina Egan, Executive Director*
Greater Portland Council of Governments
For Portland Area Comprehensive Transportation System

3/6/19
Date

MUNICIPALITY OF PORTLAND

By: [Signature]
Jon Jennings, City Manager*

Date

MAINE DEPARTMENT OF TRANSPORTATION

By: [Signature]
Andrew T. Bickmore, Acting Director*
Bureau of Planning

Date

**I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.*

APPENDIX A

Replace Project Cost with the following:

Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The total estimated cost of the Project is \$634,260.00 (the "Project Estimate"). The Parties agree to share in all Project costs associated with the Project phases outlined in the table below. Each Party's share of the Project's actual costs associated with each phase shall be allocated as follows, unless otherwise negotiated by mutual agreement of the Parties.
- i. **Federal Share** (provided by MaineDOT through PACTS Federal Allocation) - 75% of eligible Project costs, up to a maximum of \$475,687.50.
 - ii. **State Share** (provided by MaineDOT through PACTS State Allocation) - 0% of eligible Project costs, up to a maximum of \$0.00.
 - iii. **Municipality's Share** (provided by the Municipality through the Municipality's obligation of funds) - 25% of eligible Project costs, which is estimated at \$158,562.50, plus 100% of the following:
 1. Any costs deemed ineligible for federal and state participation.
 2. Any costs associated with additional work requested by the Municipality that is outside the Project scope of work.
 3. All Project costs exceeding the Project Estimate after the above referenced Party Shares have been applied, unless otherwise agreed to in writing by the Parties through a written modification to this Agreement.

Work Phase	Estimated PACTS Federal Share		Estimated PACTS State Share		Estimated Municipality's Share		Estimated Total Cost
	%	\$	%	%	%	\$	\$
Preliminary Engineering	75%	\$ 67,500.00	0%	\$ -	25%	\$ 22,500.00	\$ 90,000.00
Right of Way	75%	\$ 375.00	0%	\$ -	25%	\$ 125.00	\$ 500.00
Construction	75%	\$ 378,237.00	0%	\$ -	25%	\$ 126,079.00	\$ 504,316.00
Construction Engineering	75%	\$ 29,575.50	0%	\$ -	25%	\$ 9,858.50	\$ 39,434.00
TOTALS:		\$ 475,687.50		\$ -		\$ 158,562.50	\$ 634,250.00

Payment Schedule: The PACTS Share will be disbursed by MaineDOT in accordance with the allocations outlined above. If the Parties elect to move forward with full development of the Project as contemplated in this Agreement, the Municipal Share will be invoiced by MaineDOT in accordance with the payment schedule outlined in the Municipal-State Agreement described herein. If the Parties choose not to proceed to full Project development and no Municipal-State Agreement is executed, the Municipal share, based on the allocations outlined above, will be invoiced as promptly as practicable upon that decision having been made. Upon receipt of such invoice, the Municipality shall submit payment to MaineDOT within thirty (30) days.

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
<u>Example:</u> ADD: NEW ITEM ANNUAL EXPENDITURES LESS: TOTAL NEW ITEM ANNUAL REVENUES =NEW ITEM NET TAX RATE IMPACT PROJECTION		\$8,273		\$11,892		\$11,892
New Program Impact to the Mil Rate	\$0.0010	\$0.0010	\$0.0015	\$0.0015	\$0.0015	\$0.0015
New Program % Impact on Mil Rate	0.0092%	0.0047%	0.0133%	0.0067%	0.0133%	0.0067%
Mil Rate Including New Program	\$11.3410	\$22.4810	\$11.3415	\$22.4815	\$11.3415	\$22.4815

Notes: \$110,313.00 of the total City share comes from C18102, which was previously bonded and, thus, already has fiscal impacts. The remaining \$48,249.50 of the cost is from C20112, so the full impact with this amount will start in Year 2.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 15, 2019

SUBJECT: **Order 24-19/20 Appropriating \$870,000 in Donations in Support of Asylum Seekers - Sponsored by the Finance Committee, Nicholas M. Mavodones, Chair.**

SPONSOR: Finance Committee, July 25, 2019 Meeting, Vote for Passage (3-0)
(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

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

I. SUMMARY

The Finance Committee voted unanimously at its Thursday, July 25th meeting to recommend that \$870,000 in donations to asylum seekers be appropriated by the City Council into the City's Health & Human Services budget, to be used specifically within Social Services for the sheltering, housing, and basic necessities of asylum seekers.

II. AGENDA DESCRIPTION

During the past several months an influx of asylum seekers has created an emergency situation within the City of Portland. Adequate funding within the Fiscal Year 2020 budget to allow the City to provide shelter, housing, and basic necessities for asylum seekers did not exist and a campaign was launched to solicit donations for this purpose. City staff, and now the City Finance Committee, have recommended that \$870,000 in donations to asylum seekers be appropriated by the City Council into the City's Health & Human Services budget, to be used specifically within Social Services for the sheltering, housing, and basic necessities of asylum seekers.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

There has been an incredible outpouring of public generosity as a result of the City campaign to support asylum seekers including monetary donations, donations of services, and donations of food and supplies. More than 3,000 donors texted the word "EXPO" to 91999 to make a donation to support the City's work sheltering, feeding and providing basic necessities to asylum seekers. More than 1,000 more people sent in their donations via mail or made donations via PayPal on the City website. These donations must be appropriated by the City Council before they can be used. The City donation page was very clear that "The City will use any monetary donations received to provide shelter / housing assistance and basic human necessities."

During the Thursday, July 25th Finance Committee meeting the City Manager outlined his recommended uses of the funds and noted that they would be used on the following priority basis:

- 1) To cover costs related to sheltering / housing / basic necessities for asylum seekers
- 2) To nonprofit partners who have assisted the City with our sheltering / housing / basic necessities for asylum

seekers

3) To reimburse other City costs related to housing / sheltering / basic necessities for asylum seekers

The City Manager also noted periodic updates on the uses of the donations would be provided by the Finance Director.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To appropriate \$870,000 in donations to support asylum seekers

V. FINANCIAL IMPACT

Appropriation of \$870,000 in donations to support asylum seekers which will allow the City to provide more housing / shelter and basic necessities for asylum seekers beyond what is already included in the Fiscal Year 2020 budget.

VI. STAFF ANALYSIS AND BACKGROUND

None

VII. RECOMMENDATION

To appropriate \$870,000 in donations to support asylum seekers into the City's Health & Human Services budget

VIII. LIST ATTACHMENTS

1. Appropriation of Donations to Asylum Seekers 9.4.2019
2. Staff memo from July 25th Finance Committee meeting

Prepared by:

Date: 8/15/2019

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROPRIATING \$870,000 FROM
IN DONATIONS TO ASYLUM SEEKERS TO
THE HEALTH AND HUMAN SERVICES DEPARTMENT**

ORDERED, that \$870,000 in donations to asylum seekers received by the City of Portland is hereby appropriated to the City of Portland Health and Human Services Department; and

BE IT FURTHER ORDERED, that this money shall be used within the Division of Social Services for the sheltering, housing, and basic necessities of asylum seekers.

MEMORANDUM

TO: Members of the Finance Committee

CC: Jon P. Jennings, City Manager

FROM: Brendan T. O'Connell, Finance Director

DATE: July 19, 2019

RE: Appropriation of Donations to Support Asylum Seekers

Executive Summary

During the past several months an influx of asylum seekers has created an emergency situation within the city of Portland. Adequate funding within the FY20 budget to allow the City to provide shelter, housing, and basic necessities for asylum seekers did not exist and a campaign was launched to solicit donations for this purpose.

There has been an incredible outpouring of public generosity including monetary donations, donations of services, and donations of food and supplies. More than 3,000 donors texted the word "EXPO" to 91999 to make a donation to support the City's work sheltering, feeding and providing basic necessities to asylum seekers. More than 1,000 more people sent in their donations via mail or made donations via PayPal [on the City website](#). These donations must be appropriated by the City Council before they can be used. The City donation page was very clear that *"The City will use any monetary donations received to provide shelter / housing assistance and basic human necessities."*

Staff is requesting that the more than \$900,000 in donations be appropriated by the City Council into the City's Health & Human Services budget, to be used specifically within Social Services for the sheltering, housing, and basic necessities of asylum seekers. In addition, City staff is recommending the possible allocation of some of the funds collected go to non-profit partners that have assisted the City. Donation appropriations typically go straight to the City Council for action but in this instance the Finance Committee Chair has recommended the Committee take up this item at the July 25th meeting.

Additional Frequently Asked Questions and Answers

Question 1: How will these donations be used to help asylum seekers?

Answer 1: As promised, the City Social Services Department will use all funds to provide **shelter, housing and basic necessities for asylum seekers**. Shelter may come in the form of larger emergency shelter locations (such as the Expo Center, which needs to be phased out by

August 15) or rental units for participants in the Community Support Fund. City staff must be allowed the flexibility to determine which housing options are best suited to most effectively address the emergency situation.

Question 2: Will the donations be used to reimburse expenses related to staff time?

Answer 2: Over the course of the last several weeks the City has incurred nearly \$200,000 in expenditures related to the sheltering of asylum seekers at the Expo Center. Included in this total the City has incurred expenses (approximately \$115,000 through July 12, 2019) as a result of the influx of asylum seekers that were not previously budgeted in the FY20 operating budget. These expenses include City staff working to ensure shelter for asylum seekers at the Expo Center, additional City staff brought on board to address the significant increase in Community Support Fund applications from newly arrived asylum seekers, and additional City staff brought on board to assist in finding permanent housing for asylum seekers. These expenses will be reimbursed from donations made to support asylum seekers. It is critical to note that City administrative expenditures (such as staff time spent by the City Manager, Communications Director, Police Chief) and expenditures already included in the FY20 budget would NOT be funded via donations as those are already included in the FY20 appropriation.

Question 3: Are we accepting new families into the Community Support Fund in FY20?

Answer 3: Yes, we are accepting new families into the Community Support Fund for FY20.

Question 4: Do we have any estimates on how much it would cost to operate the Community Support Fund for the entire fiscal year, using estimates of how many new arrivals we will have?

Answer 4: At this point staff does not have any additional estimates on how much it would cost to operate the Community Support Fund for the entire fiscal year. This amount would depend on the City Council's specific instructions on the Community Support Fund's rules, eligibility rules from the State of Maine, and the volume of additional arrivals. Staff will provide cost estimates for any specific amendments to the rules around the Community Support Fund, using best and worst case scenarios in terms of potential cost if additional amendments are proposed.

Question 5: How will [rule changes being pursued by Governor Mills to the General Assistance Program](#) impact the Community Support Fund?

Answer 5: City staff is still working to assess the impact of the rule change, but it is anticipated many of the asylum seekers who have recently arrived in Maine would be eligible for General Assistance under the rule change as proposed. This could result in a 70% reimbursement for costs currently being borne 100% by the City's Community Support Fund, thus potentially eliminating the need for the Community Support Fund going forward.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 15, 2019

SUBJECT: Order 32-19/20 Approving Agreement with Maine Department of Transportation Re: Congress Square Intersection Improvements - Sponsored by Jon P. Jennings, City Manager.

SPONSOR: Jon J. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

Action is required as soon as possible in order to proceed with project as scheduled.

PRESENTATION: Chris Branch, Director of the Department of Public Works, will be available for questions.

I. SUMMARY

The Congress Square Intersection Improvement Project will provide safety and mobility improvements to the intersection of Congress Street/High Street/Free Street, including improved intersection alignment, shorter and more intuitive pedestrian crossings, and updated signal timing.

II. AGENDA DESCRIPTION

The Congress Square Intersection Improvement Project will provide safety and mobility improvements to the intersection of Congress Street, High Street, and Free Street, including improved intersection alignment, shorter and more intuitive pedestrian crossings, and updated signal timing. Council approval is requested in order to proceed with the final design of these improvements, with a targeted construction start date of spring 2021. This work is being done in part with Maine Department of Transportation funding. This work does not include related improvements to Congress Square Park, which will commence upon completion of the intersection improvements.

The MaineDOT will reallocate \$38,460 in federal funding for this work, and the City share will be \$61,540.

This item must be read on two separate days. It was given a first reading on August 12, 2019. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Congress Square is a five-way urban intersection located on the west side of Portland's downtown neighborhood. The intersection is located within a mixed-use neighborhood, with Congress Square Park located in the northeast corner of the intersection and the Portland Museum of Art in the southeast corner of the intersection.

Congress Square has an abundance of character due to the surrounding land uses and the overall shape of the intersection; however, it often presents a barrier for mobility. Pedestrians walking along the south side of Congress Street must cross three legs of traffic, often waiting in small triangular channelization islands. The opposite legs of Congress Street and High Street are not properly aligned with one another, which may confuse motorists as to the correct lane use approaching the intersection. The alignment of Free Street facilitates fast right-turn movements from Congress Street eastbound, making Free Street feel inhospitable to pedestrians and bicyclists.

The Congress Square Intersection Improvements Project will redesign the intersection to create a properly aligned, 4-way intersection of Congress Street and High Street, with a new, separate intersection of Congress Street and Free Street. For about 150 feet immediately east of the intersection, Free Street will be raised to sidewalk level, slowing cars and prioritizing pedestrians. Realigning Free Street creates an extended plaza area in front of the Portland Museum of Art, which will create additional public space to complement Congress Square Park on the opposite side of Congress Street. The realigned intersection will provide shorter crossing distances for pedestrians and improved signal timing for all users. The work also includes new brick sidewalks with decorative pavers, reconstructed ADA ramps, street lighting, and street trees. This work will precede the forthcoming Congress Square Park redesign work.

The design phase of the Congress Square work has been allocated \$150,000 in the 2020 Capital Improvement Program.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The project will provide improved safety in Congress Square, improved ADA access, additional public space, and will enable the forthcoming Congress Square Park redesign to proceed.

V. FINANCIAL IMPACT

The fiscal impact of this project on the City was increased by an additional 30% to account for increased construction costs observed statewide in 2019. We are hopeful that an early bid date will help keep project costs low. The MaineDOT will reallocate \$38,460 in federal funding for this work, and the City share will be \$61,540.

VI. STAFF ANALYSIS AND BACKGROUND

The fiscal impact of this project on the City was increased by an additional 30% to account for increased construction costs observed statewide in 2019. We are hopeful that an early bid date will help keep project costs low.

VII. RECOMMENDATION

Staff recommends approval of the agreement.

VIII. LIST ATTACHMENTS

1. Order re MDOT Congress Square intersection improvements 8.12.2019
2. ATTACHMENT 1 - Agreement Portland WIN 24293.00, Congress Square
3. Congress Street Intersection Improvements Area

Prepared by:

Date: 8/15/2019

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CONGRESS SQUARE INTERSECTION IMPROVEMENTS**

ORDERED, that the federally funded, Locally Administered Project Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to the Congress Square Intersection with State Work Identification Number 024293.00 is hereby approved in substantially the form attached hereto; and

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



<i>MaineDOT use only</i>	
AMS ID:	_____
CSN:	_____
TEDOCS #:	_____
PROGRAM:	<u>Multimodal Program</u>

MAINE DEPARTMENT OF TRANSPORTATION
Agreement for a Federally Funded Locally Administered Project
With the
City of Portland
Regarding
Traffic and Pedestrian Safety Improvements at Congress Square
(Payable)

<i>MaineDOT Use Only</i>	
Agreement Amount: <u>\$100,000.00</u>	Federal Authorization Date: <u>June 10, 2019</u>
Federal Share: <u>\$38,460.00</u>	Federal Project #: <u>2429300</u>
State Share: <u>\$0.00</u>	MaineDOT WIN: <u>024293.00</u>
Local Share: <u>\$61,540.000</u>	Municipality's Vendor ID: <u>VC1000073476</u>
Effective Date: <u>Upon MaineDOT's Signature</u>	Municipality's DUNS #: <u>07-174-7802</u>
Expiration Date: <u>January 31, 2023</u>	CFDA #: <u>20.205 Highway Planning and Construction</u>

This Agreement for a federally funded locally administered project is entered into by the State of Maine Department of Transportation (**MaineDOT**) with its headquarters at 16 Child Street in Augusta, Maine, and the City of Portland (the **Municipality**) with its principal offices at 293 Congress Street in Portland, Maine, which jointly shall be referred to as the **Parties**.

RECITALS

1. This Agreement shall cover final design and right-of-way work through final Plans, Specifications & Estimate (PS&E) for traffic and pedestrian safety improvements at the intersection of Congress, High and Free streets in Portland, also known as "Congress Square" (the **Project**); and
2. The Municipality previously completed a Preliminary Design Report for the Project using other funds, outside of the scope of this Agreement; and
3. Funding from MaineDOT and the Municipality for construction and construction engineering will be awarded in a future Work Plan, once the design effort produces a more refined cost estimate; and
4. The Municipality, as a sub-recipient of federal funding, shall manage a Locally Administered Project subject to MaineDOT oversight to ensure that all federal and state requirements are met.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree to the following:

APPENDICES

The following appendices shall be incorporated into this Agreement:

- ☒ Federal Funding Accountability and Transparency Act Form (signature required);
- ☒ Federal Title VI Assurances (signature required).

ROLES AND RESPONSIBILITIES

1. **ROLE OF MUNICIPALITY.** The Municipality shall assign a full-time employee with appropriate qualifications and Local Project Administration (LPA) certification from MaineDOT to manage the Project and carry out the Municipality's responsibilities. This Local Project Administrator shall abide by the latest edition of MaineDOT's Local Project Administration Manual & Resource Guide (LPA Manual). If the certified administrator leaves or ceases to oversee the Project, the Municipality shall stop work and notify the MaineDOT Project Manager, who will determine a course of action.
 - ☐ Local Project Administrator: Mike Tremblay, Senior Engineer, certified through 6/30/2023
Email: mtremblay@portlandmaine.gov
Phone: (207) 874-8881
2. **ROLE OF MAINEDOT.** MaineDOT will assign a Project Manager to carry out the State of Maine's responsibilities. The Project Manager or designee will have the authority to request design changes meet applicable laws, regulations and design standards; accept and reject invoices; inspect construction activities; and take all other action to assure the proper performance of this Agreement.
 - ☐ Project Manager: Jerry Dostie, Multimodal Program
Email: Gerald.P.Dostie@maine.gov
Phone: (207) 624-3457

FINANCIAL OBLIGATIONS

1. **AUTHORIZATION.** Federal participation shall begin after completion of the steps below:
 - A. The Federal Highway Administration (FHWA) authorizes the Project; and
 - B. MaineDOT executes this Agreement; and
 - C. MaineDOT issues the Municipality written Notice to Proceed with preliminary engineering.
2. **PROJECT COST.** The estimated cost of the Project is **\$100,000.00** (Project Cost), which the Parties shall share as shown below.

Estimated Local Match		Federal Share		Estimated Project Cost
61.54%	\$61,540.00	38.46%	\$38,460.00	\$100,000.00

- A. **FEDERAL SHARE.** MaineDOT, using funding from the FHWA, will share in the Project Cost at the rate of 38.46 percent, up to a maximum contribution of **\$38,460.00**.
- B. **LOCAL MATCH.** The Municipality shall share in the Project Cost at the rate of 61.54 percent, for an estimated contribution of **\$61,540.00**. The Municipality shall not use other federal funds to match funding from the FHWA, unless federal law authorizes such use. Additionally, the Municipality shall be responsible in full for:
 - i. All costs exceeding the estimated Project Cost, unless otherwise agreed upon by the Parties through an executed modification to this Agreement;
 - ii. All costs incurred before the effective date of this Agreement; and
 - iii. All costs that MaineDOT determines to be ineligible for federal participation.
- C. **FINAL COST.** If the actual cost of the Project is less than the estimated Project Cost, the final amounts owed will be adjusted in accordance with the percentages above.

3. REIMBURSEMENT. The Municipality shall submit invoices to MaineDOT periodically requesting reimbursement of the federal share of costs incurred on the Project. Invoices should be modeled after *Communication 4* from the LPA Manual, as follows:
 - A. Invoices shall be submitted on a schedule agreed to by the Parties.
 - B. Each invoice shall include a progress report for the service period of the invoice.
 - C. Each invoice shall document the charges incurred and proof of payment made in sufficient detail to satisfy the MaineDOT Project Manager.
 - D. Each invoice shall show MaineDOT's and the Municipality's portions of Project costs, including a running total of costs incurred to date.
 - E. The Municipality must certify that amounts claimed are correct and not claimed previously.
 - F. Upon completion of the work and payment of all remaining invoices for the Project, the Municipality shall submit to MaineDOT a request for final reimbursement modeled after *Communication 20* from the LPA Manual. Payment of this final invoice shall be contingent on a passing inspection of the Project by MaineDOT or its designee and the receipt by MaineDOT of a completed consultant evaluation from the Municipality.
4. MAINEDOT COSTS. MaineDOT will charge to the Project costs incurred for work on the Project. The Municipality shall share in these costs commensurate with its overall percentage of the Project. MaineDOT will reconcile these costs upon completion of the Project and deduct the Municipality's share from the final invoice payment under section 3F above.
5. TERM. The Municipality shall complete the Project and submit a final invoice to MaineDOT by the Expiration Date of this Agreement. The Municipality shall submit any request for a date extension to MaineDOT in writing before the end of the original period of performance.
6. REPAYMENT. If the Municipality withdraws from the Project, the Municipality shall refund all Project payments from MaineDOT and reimburse MaineDOT for all costs incurred on the Project.
7. STATE OF MAINE'S RIGHT OF SET-OFF. MaineDOT shall have all of its common-law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for purposes of set-off money due to the Municipality under this Agreement up to any amount due to the State with regard to this Agreement or any other agreement with MaineDOT; any other agreement with any state agency, including any agreement for a term commencing before the term of this Agreement; and any amount due to the State for any other reason including, but not limited to, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT will exercise its rights of set-off in accordance with standard state practices including, in cases of set-off pursuant to an audit, finalization of the audit by MaineDOT or the State Controller.
8. NON-APPROPRIATION. The Municipality acknowledges and agrees that if MaineDOT receives insufficient funding to support this Project, if funds programmed for this Project are de-appropriated, or if MaineDOT fails to receive the legal authority to spend money otherwise programmed for this Project, MaineDOT shall be released from its obligation to make payment under this Agreement.

PROJECT DEVELOPMENT

1. KICKOFF. The Parties held Project Kickoff in Portland on April 4, 2019. This meeting served as the required Tier II certification of the Local Project Administrator.
2. PROGRESS REPORTS. The Municipality shall provide written progress reports for the Project at intervals established by MaineDOT's Project Manager.
3. USE OF CONSULTANTS. If the Municipality intends to pay its consultant engineer with funds from the FHWA, the Municipality must have used a qualifications-based selection in compliance with 23 CFR Part 172 and Chapter 2 of the LPA Manual, "Consultant Selection," as follows:
 - A. Using price as a ranking factor shall make consultant work ineligible for reimbursement.
 - B. The Municipality shall obtain MaineDOT's written approval of any contract.
 - C. The provisions of MaineDOT's Consultant General Conditions shall apply to consultant work paid for with funding from MaineDOT.
 - D. The Municipality shall obtain MaineDOT's written approval before modifying a contract. Work done without an approved and executed modification in place shall be non-reimbursable.
 - E. The Municipality shall evaluate the performance of a consultant upon contract completion. A copy of the evaluation shall be provided to MaineDOT with the final invoice for the Project.
4. SURVEY. Unless MaineDOT approves otherwise in writing, MaineDOT will perform survey work and prepare an Existing Conditions Plan for sections of the Project on the state highway system.
5. DESIGN. The Municipality, in coordination with its consultant engineer, shall be responsible for preparing all design plans, specifications, estimates and contract documents for the Project, in accordance with MaineDOT's Engineering Practices and Procedures, Standard Specifications, and Standard Details. The design of the Project shall comply with the Americans with Disabilities Act (ADA) and all other applicable laws and regulations.
 - A. The Municipality shall submit the following to MaineDOT for review and comment:
 - i. Design plan impacts in MicroStation format (if rights-of-way will be acquired); and
 - ii. Final plans, specifications and estimate package (PS&E).
 - B. The Municipality shall assure that the contract book for the Project references MaineDOT's Standard Specifications and contains the following:
 - i. Davis-Bacon wage rates; and
 - ii. Form FHWA-1273; and
 - iii. Federal Title VI Assurances signed by the Municipality's top administrative officer.
 - C. If the right-of-way stage of the Project will require MaineDOT staff to use electronic design files prepared for the Municipality, the files shall conform to MaineDOT's policy on electronic exchange of CADD data: <http://www.maine.gov/mdot/caddsupport/>
 - D. MaineDOT will enforce all laws, regulations, construction standards and specifications that apply to the Project and will require changes if they are not met.

- E. MaineDOT will give the Municipality written authorization to advertise for construction bids once MaineDOT accepts the final PS&E package as complete. Advertising without such authorization will make the Project ineligible for federal funding.
 - F. Receipt of construction authorization from MaineDOT shall not relieve the Municipality and its consultant of responsibility for meeting all engineering standards and regulatory requirements that apply to the Project.
6. PUBLIC PARTICIPATION. During design work on the Project, the Municipality shall give the public and all abutters timely notice and an opportunity to comment on the Project through a public participation process that is appropriate for the scope of work and acceptable to MaineDOT. The Municipality shall provide MaineDOT with a public process certification modeled after *Communication 10* from the LPA Manual, as part of the Project's environmental package.
 7. NEPA PROCESS. MaineDOT will carry out the National Environmental Policy Act (NEPA) compliance process. Upon finalization of the Preliminary Design Report for the Project, the Municipality shall provide MaineDOT with signed *Communication 11* from the LPA Manual and the completed NEPA Documentation Checklist to assist with this work.
 8. PERMITS. Upon obtaining all approvals, permits and licenses for the Project, the Municipality shall provide MaineDOT with a signed environmental certification modeled after *Communication 12* from the LPA Manual, as part of the final PS&E package for the Project.
 9. UTILITIES. The Municipality shall provide MaineDOT with a signed utility certification modeled after *Communication 13* from the LPA Manual, as part of the final PS&E package for the Project.
 10. RIGHT-OF-WAY. The Parties will coordinate acquisition of rights-of-way, as follows:
 - A. MaineDOT will carry out the right-of-way process on the state highway system.
 - B. The Municipality shall carry out the right-of-way process for sections of the Project not on the state highway system. In doing so, the Municipality shall:
 - i. Abide by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act); and
 - ii. Follow the standards set out in the MaineDOT Right of Way Manual; and
 - iii. Provide MaineDOT with a right-of-way certification modeled after *Communication 14* from the LPA Manual, as part of the final PS&E package.
 - C. The Municipality shall dedicate permanently to the Project, for public use, any municipal property needed for the Project.
 11. FORCE ACCOUNT. If the Municipality intends to construct the Project with municipal labor or materials, it shall obtain written authorization from MaineDOT to use a force-account process.
 12. ADVERTISE. Unless MaineDOT approves otherwise in writing, the Municipality shall use competitive bidding to hire a construction contractor upon receiving written authorization to advertise from MaineDOT. The Municipality shall follow the procedures in MaineDOT's Standard Specifications (November 2014 Edition), Section 102, "Bidding."

13. **AWARD.** Upon receiving written approval from MaineDOT, the Municipality shall award a contract to the lowest responsive and responsible bidder in accordance with MaineDOT's Standard Specifications (November 2014 Edition), Section 103, "Award and Contracting." The Municipality shall administer the contract for the duration of the Project.
14. **CONSTRUCTION.** During construction of the Project, the Municipality shall:
 - A. Provide a Project Resident who is either a qualified municipal employee with LPA certification or a consultant hired through a qualifications-based selection method;
 - B. Hold a pre-construction meeting with notice of at least 5 working days with representatives of MaineDOT, the contractor, utilities and other parties involved in or affected by the work;
 - C. Coordinate materials testing to meet the Minimum Testing Requirements for the Project;
 - D. Submit proposed contract modifications to MaineDOT for review and concurrence, acknowledging that MaineDOT reserves the right not to reimburse the Municipality for work performed under a modification with which MaineDOT does not concur; and
 - E. If applicable, provide MaineDOT with revised as-built plans for the completed Project.
15. **FINAL INSPECTION.** MaineDOT or its designee will inspect the completed Project for compliance with the design plans, specifications and provisions of the construction contract. MaineDOT reserves the right to withhold reimbursement to the Municipality for work that is out of compliance.

OPERATION AND MAINTENANCE

The Municipality shall have maintenance responsibility for portions of the Project inside the Urban Compact Area, in accordance with Maine law: Title 23 MRSA, §754, "Town maintenance in compact areas." *This section shall survive the expiration of this Agreement.*

RECORDS AND AUDITS

1. **PROJECT RECORDS.** Project Records, whether printed or electronic, shall include all plans, specifications, contracts, reports, notes, or other documents prepared by or for the Municipality (Project Records). The Municipality shall retain all Project Records for at least **3 years** from the date of MaineDOT's acceptance of the final invoice for the Project or the termination of this Agreement, whichever is sooner. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all Project Records shall be kept at least until all related issues are resolved.
2. **ACCESS.** The Municipality and any contracted party working on its behalf shall allow representatives of the Federal Government and the State of Maine to inspect and audit Project Records. Copies shall be furnished at no cost to the federal or state agencies requesting them.
3. **AUDITS.** When auditing the Project, MaineDOT or its designee shall follow generally accepted government auditing standards and 2 CFR §200, Subpart F: "Audit Requirements."
4. *This Records and Audits section shall survive the termination or expiration of this Agreement.*

MISCELLANEOUS PROVISIONS

1. **GOVERNING LAW.** The Parties agree to comply with all applicable federal, state and local laws, regulations, executive orders and ordinances including, but not limited to, the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), “Transportation”; Title 23 in the Code of Federal Regulations (CFR), “Highways”; 49 CFR, “Transportation”; and 2 CFR §200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
2. **INDEMNIFICATION.** To the extent allowed by law, the Municipality shall indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. ***This indemnification section shall survive the termination or expiration of this Agreement.***
3. **CONFIDENTIALITY.** The Municipality shall protect the confidentiality of right-of-way negotiations, property appraisals, and engineering estimates of the construction cost to the extent required by 23 M.R.S. §63, “Confidentiality of Records.”
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement:
 - A. The Municipality shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Municipality shall take affirmative action to assure that applicants are employed and employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Municipality agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
 - B. The Municipality – in all solicitations or advertising for employees placed by or on behalf of the Municipality relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Municipality shall cause the foregoing provisions to be inserted into any contract for work covered by this Agreement so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.
5. **INDEPENDENT CAPACITY.** The Municipality, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
6. **FLOW DOWN.** Contracts between the Municipality and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
7. **BINDING EFFECT.** The Parties shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
8. **ENTIRE AGREEMENT.** This document represents the entire Agreement between the Parties. Neither MaineDOT nor the Municipality shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

CONFLICT OF INTEREST

1. No official or employee of the Municipality with a direct or indirect financial or other personal interest in any contract or subcontract for the Project shall negotiate, make, accept or approve any such contract or subcontract.
2. No professional performing services for the Municipality on the Project shall have a direct or indirect financial or other personal interest in any contract or subcontract for the Project, other than the person's employment or retention by the Municipality. No officer or employee of a professional performing services for the Municipality on the Project shall have a direct or indirect financial or other personal interest in any real property acquired for the Project, unless such interest is openly disclosed in the public record and such officer or employee has not participated in such acquisition for and on behalf of the Municipality.
3. No person or entity entering into a contract for services for the Project shall have a direct or indirect financial or other interest in the Project or in its outcome, other than the performance of the contract. This prohibition covers the following:
 - A. Any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; and
 - B. Any agreement providing incentives or guarantees of future work on the Project or related matters; and
 - C. Any interest in real property acquired for the Project unless such real property interest is openly disclosed before the person or entity enters into the contract.

THIRD-PARTY CERTIFICATION

By signing this Agreement, the Municipality certifies that if it contracts with an entity, the Municipality shall require that entity and its principles to certify that they:

1. Have not within the 3 years preceding the date of such a contract been convicted of a crime or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a federal, state or local public transaction or contract under a public transaction; violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. Are not indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in this section; and
3. Have not within a 3-year period preceding this Agreement had one or more federal, state or local public transactions terminated for cause or default.

DEBARMENT

1. By signing this Agreement, the Municipality certifies to the best of its knowledge and belief that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency. If the Municipality cannot certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the Municipality shall notify MaineDOT promptly if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.

2. Additionally, the Municipality agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

LOBBYING

By signing this Agreement, the undersigned municipal representative certifies that:

1. No federal funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, concerning 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.
2. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress concerning this federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Municipality shall require the language of this certification to be included in the award documents for all sub-awards and that all sub-recipients shall certify and disclose accordingly.

DEFAULT AND TERMINATION

1. DEFAULT. MaineDOT will send the Municipality a written Notice of Default if the Municipality commits any of the following:
 - A. Withdraws its support for the Project, resulting in cancellation of the Project;
 - B. Fails to advertise the Project within 3 years of the execution date of this Agreement without receiving an extension in writing from MaineDOT;
 - C. Takes any action that makes the Project ineligible for federal funding;
 - D. Uses Project funds for a purpose not authorized by this Agreement;
 - E. Misrepresents or falsifies any claim for reimbursement;
 - F. Fails to meet the standards of performance outlined in this Agreement.
2. TERMINATION FOR CAUSE. MaineDOT will have just cause to terminate this Agreement in the event of default by the Municipality, as defined above. MaineDOT will afford the Municipality a cure period of 14 calendar days, effective on the Municipality's receipt of Notice of Default. If the Municipality fails to address all defaults within this cure period or any longer period as MaineDOT may authorize, MaineDOT may terminate this Agreement for cause, with these conditions:
 - A. MaineDOT will recover from the Municipality all reimbursements made and all of MaineDOT's internal costs for work on the terminated Project.
 - B. The Municipality shall forfeit all federal funds remaining in the terminated Project.

3. **TERMINATION FOR CONVENIENCE.** The Parties may terminate this Agreement for convenience by mutual consent for any reason not defined as “default.” MaineDOT, at its sole discretion, may reimburse the Municipality for eligible work performed on the Project until the effective termination date. The Municipality’s share of MaineDOT’s internal costs for work on the Project shall be deducted from the final invoice amount owed to the Municipality.

AGREEMENT APPROVAL

The Municipality’s undersigned representative assures that the Municipality’s official legislative body has approved the Municipality’s entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

The Parties have executed this Agreement effective on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Jon P. Jennings, City Manager *

By: _____
Richard J. Crawford, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

** I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9502, et seq. – that the signature, if electronic: (a) is intended to have the same force as a manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*

Federal Funding Accountability and Transparency Act

The **City of Portland** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the Project exceeds \$25,000, an authorized representative from the Municipality shall sign this document under (B) below and return it with the Project Agreement. Additionally, the Municipality shall provide the following information, if applicable:

A) The total compensation and names of the top five officers if:

- More than 80% of the Municipality's annual gross revenues are from the U.S. Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS® number on file with the Central Contractor Registration (CCR):

City of Portland, Maine

07-174-7802

Sign and Print Legal CCR Name

DUNS® Number

Authorized Representative: _____

Jon P. Jennings, City Manager

U.S. Department of Transportation (USDOT)

Federal Highway Administration – Standard Title VI / Nondiscrimination Assurances

DOT Order No. 1050.2A

The **City of Portland** (the Recipient) **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (USDOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), which prohibits discrimination based on race, color, national origin;
- 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations are referred to hereinafter as the "Acts" and "Regulations" respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to assure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from the USDOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other nondiscrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Federal-aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (regarding an "activity facilitated, or will be (regarding a "facility operated, or will be (regarding a "program conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made regarding all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Portland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. If applicable, the Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Portland also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA and USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA and USDOT. You must keep records, reports, and submit the material for review upon request to the FHWA and USDOT, or their designees, in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Portland gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal and Federal financial assistance extended after the date hereof to the recipients by the USDOT under the Federal-Aid Highway Program. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Portland

By _____
Jon P. Jennings, City Manager

DATED _____

Encl.: Appendices A and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

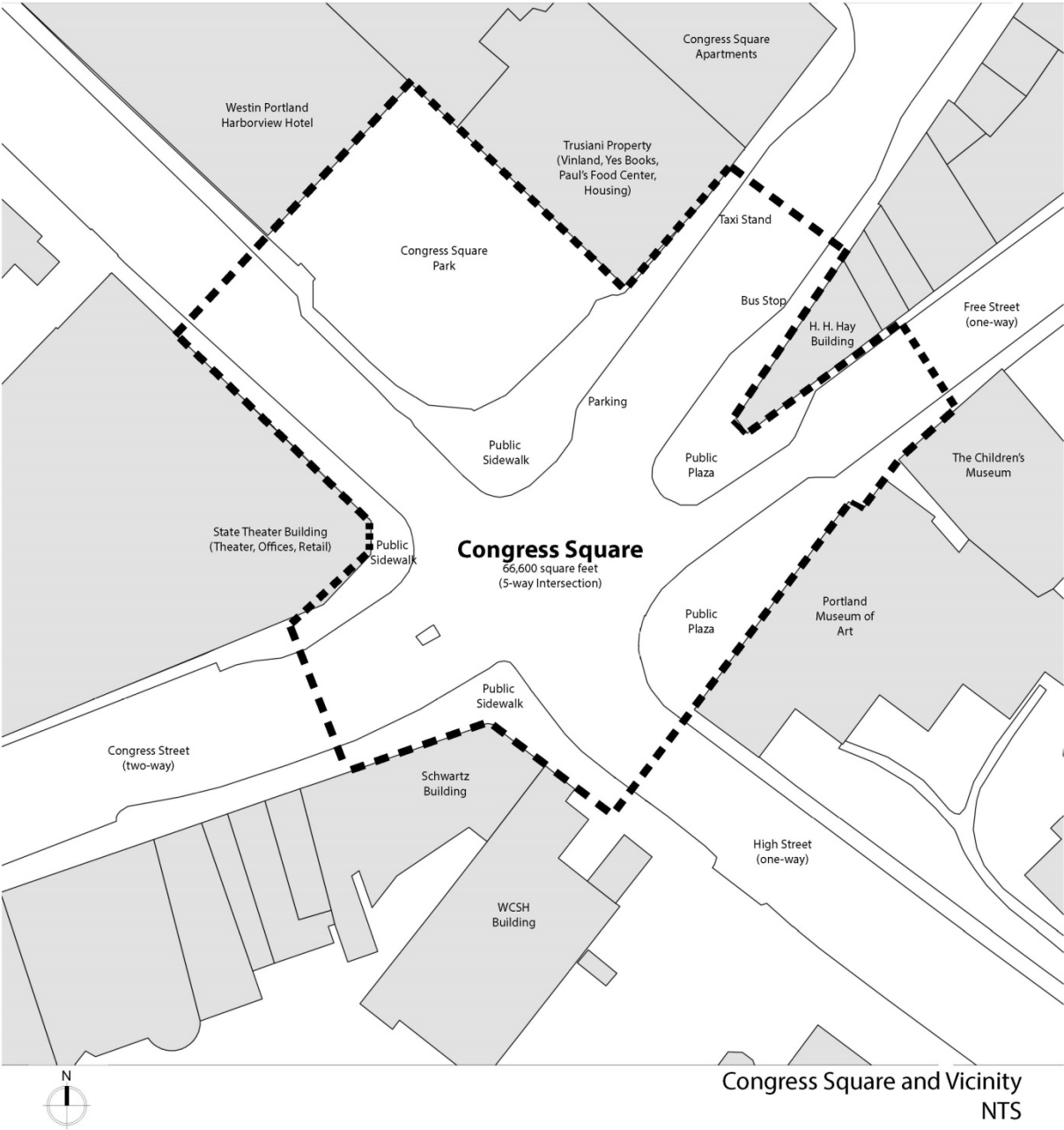
APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal programs and projects);
- Federal Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination based on sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination based on disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination based on race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which assures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To assure compliance with Title VI, you must take reasonable steps to assure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ATTACHMENT 3 – Congress Square Project Design Area



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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS IN THE AMOUNT OF \$299,000 TO
DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC
RE: 66 STATE STREET**

ORDERED, that the amount of \$299,000 in Home Investment Partnerships Program funds is hereby appropriated to Developers Collaborative Predevelopment LLC for development costs for the project entitled Phoenix at Danforth located at 66 State Street; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

A. Project Summary

Phoenix at Danforth, located at 66 State Street, will provide new construction of thirty units of affordable rental housing to households earning 60% of area median income (AMI) or less. Located in Census Tract 11, a moderate income level tract, this project will promote economic diversity. The building will be constructed on the existing parking lot at 66 State Street, with an entrance on Danforth Street. There will be fourteen efficiency units and sixteen one bedroom units. The building will also include a community room, laundry room, and trash room.

66 State Street is located in the R-6 Residential Zone which permits multifamily dwellings and has a stated purpose “to set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households.”

66 State Street is also located in the Spring Street Historic District and therefore the design is being reviewed by the City of Portland Historic Preservation Board to ensure that the design contributes the historic character of the neighborhood. Phoenix at Danforth will also comply with the City’s Green Building Ordinance and the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the Maine Human Rights Act for multi-family housing.

Phoenix at Danforth will have a written occupancy policy that prohibits smoking in the units and the interior common areas of the project in addition to a non-smoking clause in the lease for every household and will make educational materials on tobacco treatment programs available to residents through the Residence Service Coordinator.

Photographs of the site and area are included as Attachment A, conceptual architectural and site plans are included as Attachment B3, and a map showing the location of the site is included as Attachment B5.

B1. Evidence of Site Control

Attached is a Quitclaim with Covenant Deed granting 66 State Street in Portland to DC 66 State LLC on June 21, 2018.

B2. Zoning Opinion

Attached is a Memo from Michael Tadema-Wielandt at Terradyn Consultants, LLC, dated May 30, 2019, regarding the project’s ability to meet current zoning requirements.

B3. Conceptual Architectural and Site Plans (attached)

B4. Estimated Project Schedule:

Planning Board Approval:	August 2019
LIHTC Application:	September 2019
MaineHousing Notice to Proceed:	February 2020
Construction Loan Closing:	May 2020
Construction Start:	May 2020
Construction Completion/Occupancy:	May 2021

B5. Map Showing Location of Site (attached)

B6. DC 66 State LLC Articles and LLC Agreement (attached)

B7. DC 66 State LLC's DUNS Number is 117082034.

B8. DC 66 State LLC was formed in 2018 so only one year of financial statements and tax returns are available (attached). Since only one year is available for DC 66 State LLC, three years of Developers Collaborative Predevelopment, LLC financial statements and tax returns are attached as well.

B9. Quarterly Income and Expense Report (attached)

B10. This project is not seeking CHDO funds.

B11. Development Team Summary

DC 66 State LLC currently owns the property but an affiliated limited partnership will be formed to own this project (Phoenix at Danforth LP). The limited partnership will be composed of a 99.99% limited partner interest controlled by an investor entity to be determined and a 0.01% general partner interest controlled by Kevin Bunker. Developers Collaborative Predevelopment LLC will be the developer of the project and will operate through a development services agreement with the limited partner entity. Developers Collaborative is controlled and solely owned by Kevin Bunker. Kevin Bunker has developed over 550 units financed with Low Income Housing Tax Credits (LIHTC) since 2007.

Archetype Architects will be the architect on this project. David Lloyd, an architect and principal of Archetype Architects, has practiced in Maine since 1978. He started his career in Boston working for several large firms including IM Pei and Partners and he relocated to Bangor in 1978 where he partnered with his Architect father, George Lloyd. During this time he worked on small scale office buildings and homes all while renovating an 1864 farm house. In 1982, he moved to Portland and cofounded the firm Architellic, which became Archetype in the 1990s. Architecturally David's most interesting projects involve an urban fabric and historical context with contemporary additions, all with a developer at his side insisting on lowering project costs.

Similar projects completed by both Developers Collaborative and Archetype Architects include:

- Oriole Way, Ellsworth: new construction, 50 units of affordable family apartments, completed 2019;
- Motherhouse, Portland: historic/adaptive reuse, 88 units of affordable elderly apartments, completed 2018;
- Rosa True, Portland: renovation of existing affordable housing, 10 affordable family apartments, completed 2016;
- River Landing, Topsham: new construction, 36 units of affordable elderly apartments, completed 2015;
- Osprey Circle, South Portland: new construction, 48 units of affordable elderly apartments, completed 2014.

Projects currently in development include:

- 477 Minot, Auburn: new construction, 36 units of affordable family apartments, estimated completion is December 2019;
- Summer Street Apartments, Gardiner: new construction, 15 units of affordable family apartments, estimated completion is April 2020; and
- Reed School, Portland: historic/adaptive reuse, 8 units of market rate apartments, estimated completion is Fall 2020.

B12. Sources and Uses (attached)

B13. Development Budget (attached)

B14. Cost Estimate (attached)

B15. This project does not involve renovation of an existing building.

B16. First Year Operating Budget (attached)

B17. Prefunded project reserves are estimated to be approximately \$40,000 and annual contributions to reserves will be \$13,500 (\$450/unit).

B18. The projected debt service coverage ratio ranges from 1.1 to 1.3 over the 15-year operating pro forma timeline (Attachment B19).

B19. 15-year operating pro forma with inflators of at least 2% on income and 3% on expenses (attached).

B20. Attached is a letter of interest from Northern New England Housing Investment Fund for purchase of the Low Income Housing Tax Credits. This project will also apply for MaineHousing subsidy and interest only debt.

B21. DC Management will provide a Resident Service Coordinator that will be available free of charge to the tenants of this project for at least six hours per week to evaluate individual needs and make appropriate referrals. Funding for the Resident Service Coordinator is included in the project's operating budget.

B22. 66 State Street will be managed by DC Management, a full-service asset and real estate management company established in 2015 by Kevin Bunker. Five members of the DC Management team have their Low Income Housing Tax Credit (LIHTC) Certification through Spectrum or the National Council for Housing Management. DC Management currently manages 216 LIHTC units. Recent Management Occupancy Reviews (MOR) and Physical Plant Inspections (PPI) conducted by MaineHousing have all received "superior," "above average" or "satisfactory" scores.

B23. Portland's vitality depends on the availability of a diverse array of housing options, particularly apartments, which are often the first and only choice for working professionals, immigrants, and families. However, Portland has the highest costs of housing in the state. According to the 2017 American Community Survey 1-Year Estimates, 46.8% of renter households spend more than 30% of their income on housing (24% of renter households spend more than 50% of their income on housing).

In the same neighborhood as 66 State Street, Rosa True and St. Dominic's, both affordable rental apartments and Developers Collaborative projects, are 100% occupied. DC Management currently has a waiting list of 14 households for one bedroom apartments in Portland. Based on the 2017 American Community Survey (ACS) 5-Year Estimates, the median household income for Portland is estimated at \$51,430. Approximately 10,770 households (35.7% of all households) make 68% or less of the median household income, most of whom would qualify to live at this project.

B24. This project does not include renovation of an operational project. Note: the financial statements provided for DC 66 State LLC include the operations of the existing building but this project does not include use of the existing building.









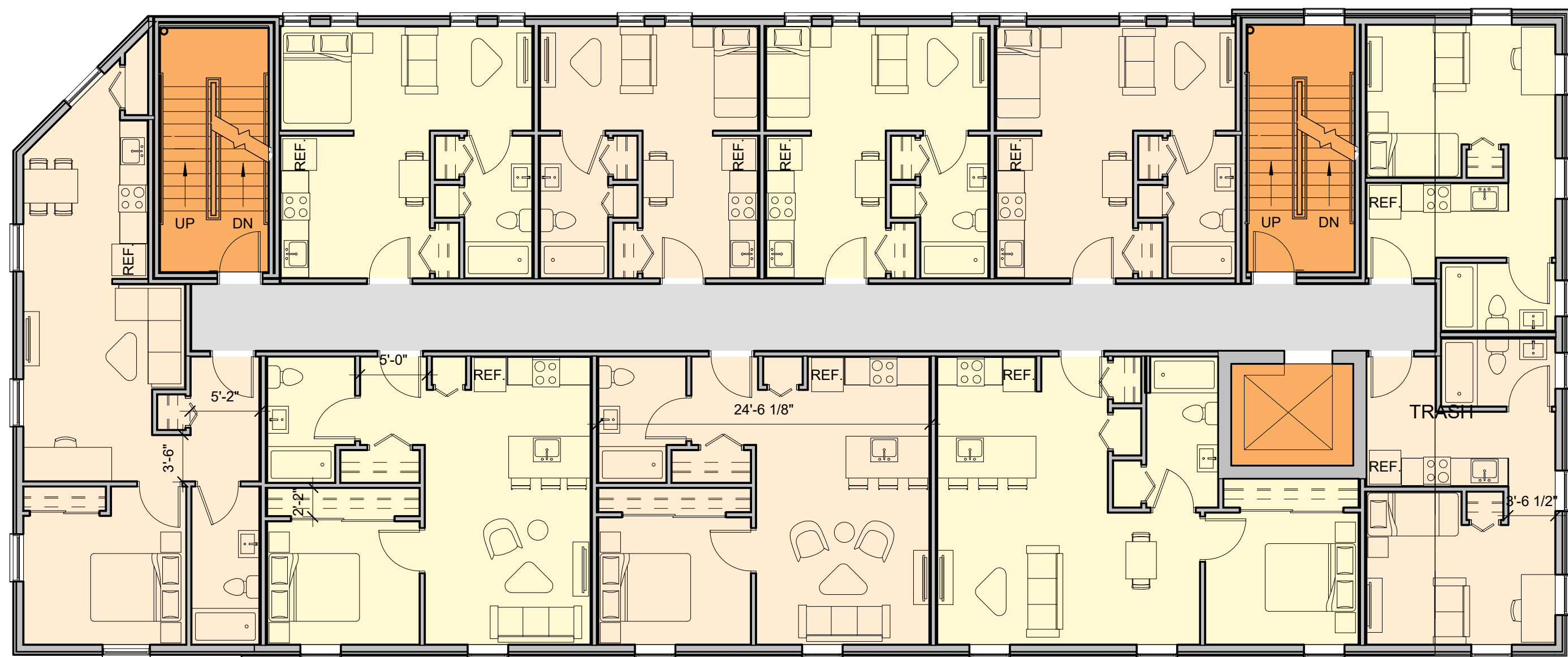
2.0'



3 | 4TH FLOOR
1/8" = 1'-0"

3
A2.01

2.0'



4 | 3RD FLOOR
1/8" = 1'-0"

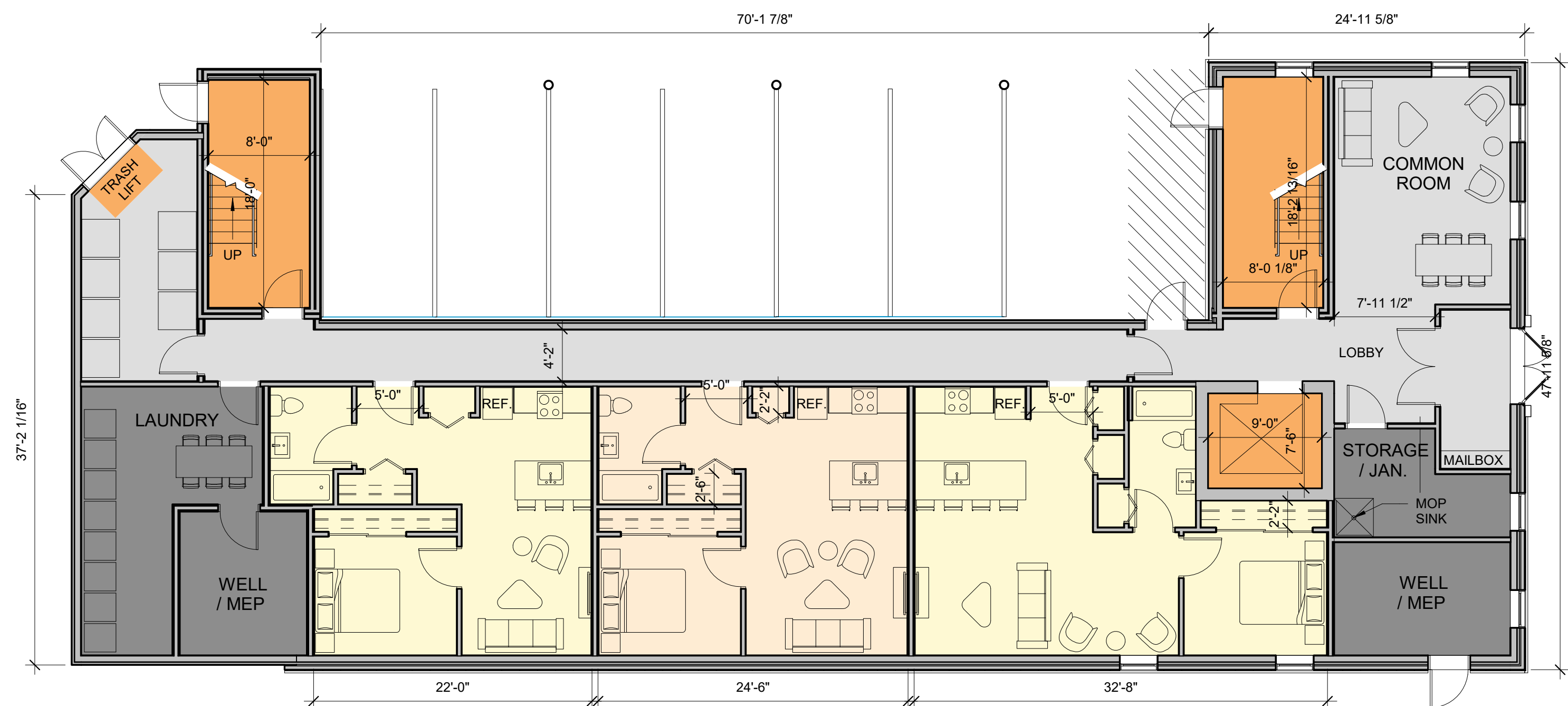
2.0'

1
A2.01



2 | 2ND FLOORS
1/8" = 1'-0"

1
A2.01



1 | 1ST FLOOR
1/8" = 1'-0"

Owner

Consultant:

Architect:
ARCHETYPE
architects
48 Union Wharf Portland, Maine 04101
(207) 772-0022 ARCHETYPE@ARCHETYPEPA.COM

Project:
66 STATE STREET
NEW BUILDING
PORTLAND, ME 04101

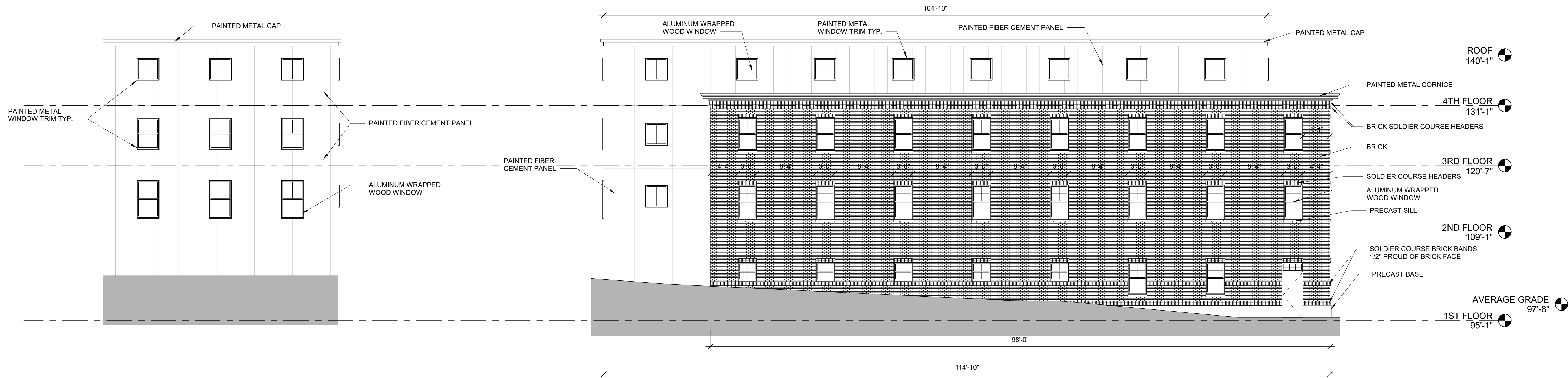
Revisions:

Date:
24 MAY 2019

Scale:
1/8" = 1'-0"

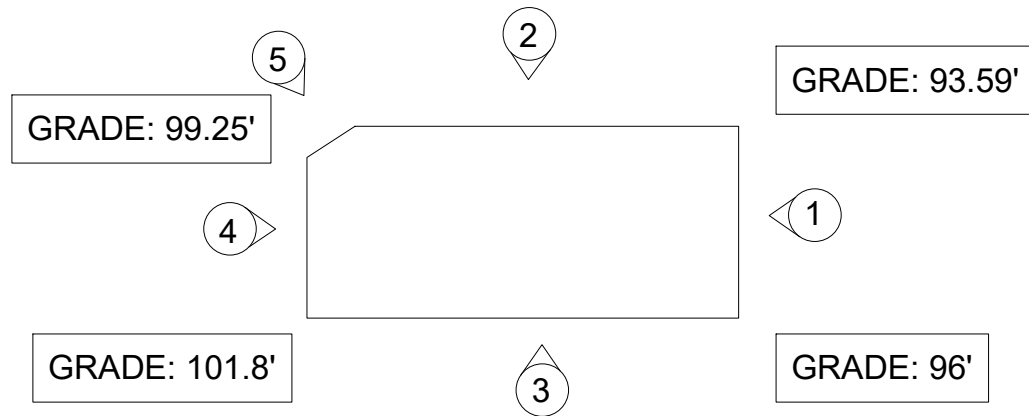
FLOOR PLANS

A1.01



4 | REAR ELEVATION
1/8" = 1'-0"

3 | WEST ELEVATION
1/8" = 1'-0"



- GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: GRADE TAKEN AT THE FOUR (4) BUILDING CORNERS DIVIDED BY FOUR (4) - $96.00' + 93.59' + 101.8' + 99.25' = 390.64' / 4 = 97'8"$
 2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT FROM AVERAGE GRADE TO HIGHEST POINT OF THE ROOF BEAMS = $43' - 9 \frac{3}{4}"$

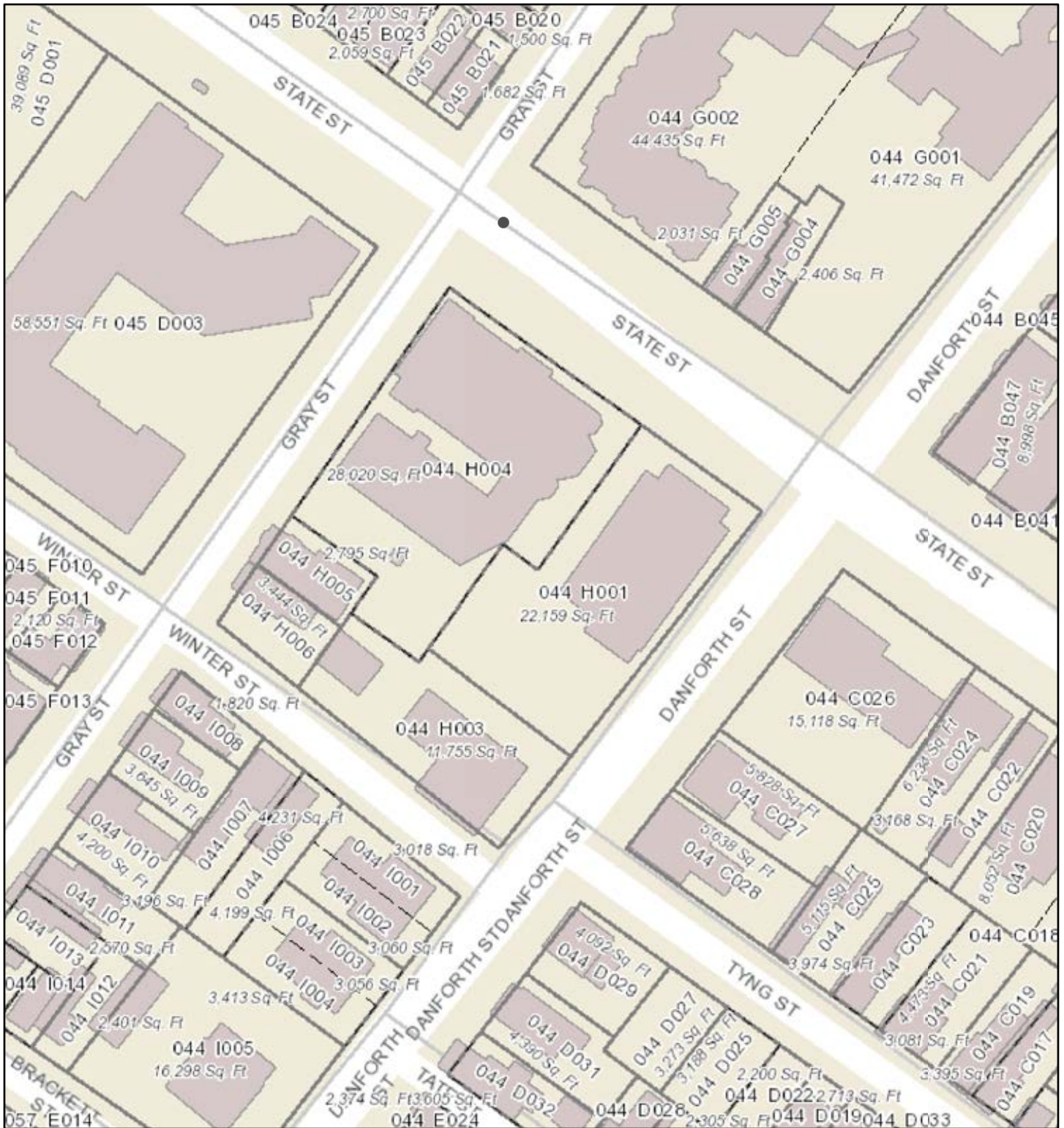


1 | DANFORTH ST ELEVATION
1/8" = 1'-0"

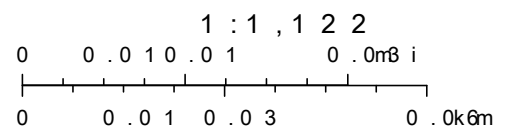
2 | EAST ELEVATION
1/8" = 1'-0"

5 | REAR CORNER ELEVATION
1/8" = 1'-0"

Prepared For:	Owner	
	Address City, State	
Consultant:	Architect:	
	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-0022 ARCHETYPE@ARCHETYPEPA.COM	
Project:	66 STATE STREET NEW BUILDING	
	PORTLAND, ME 04101	
Revisions:	Date: 24 MAY 2019	
	Scale: 1/8" = 1'-0"	
Building Elevations		
A2.01		



4 / 18 / 2019 , 12:20:30 P M



City of Portland , D P S

DEVELOPMENT BUDGET AND LOW INCOME HOUSING TAX CREDITS					Office % 0.000%
Development Budget	Residential	Commercial	Total	4% Basis	Historic
ACQUISITION/DEMOLITION					
Land	500,000	-	-	-	
Buildings	-	-	-	-	
Demolition	-	-	-	-	
<i>Subtotal Acquisition/Demo</i>	500,000	-	500,000	-	-
CONSTRUCTION					
Site Work	-	-	-	-	
Gen'l Requirements	-	-	-	-	
Structures	4,053,122	-	4,053,122	4,053,122	3,647,810
OH & P	-	-	-	-	
Construction Contingency	405,312	-	405,312	405,312	364,781
Bond	-	-	-	-	
Abatement	-	-	-	-	
<i>Subtotal Construction</i>	4,458,434	-	4,458,434	4,458,434	4,012,591
SOFT COSTS					
Permits & fees	25,000	-	25,000	25,000	25,000
Engineer/Survey	45,000	-	45,000	45,000	45,000
Architect	222,922	-	222,922	222,922	222,922
Real Estate Attorney	45,000	-	45,000	45,000	45,000
Title Insurance & Recording	12,000	-	12,000	12,000	12,000
Accounting/ Cost Certification	7,000	-	7,000	7,000	7,000
Soft Cost Contingency	40,000	-	40,000	40,000	40,000
Utility Allowance	30,000	-	30,000	30,000	30,000
Const. Taxes & Insurance	50,000	-	50,000	50,000	50,000
<i>Subtotal Soft Costs</i>	476,922	-	476,922	476,922	476,922
FINANCING EXPENSES					
Constr. Loan Orig. Fee	6,000	-	6,000	6,000	6,000
Construction Legal & Inspection	35,000	-	35,000	35,000	35,000
Construction Interest	125,000	-	125,000	125,000	125,000
Other Financing Expenses	1,000	-	1,000	-	-
Perm. Loan Orig. Fee	4,000	-	4,000	-	-
<i>Subtotal Financing</i>	171,000	-	171,000	166,000	166,000
OTHER SOFT COSTS					
Market Study	5,500	-	5,500	5,500	5,500
Property Appraisals	6,000	-	6,000	6,000	6,000
Environmental Report & Testing	15,000	-	15,000	15,000	15,000
Construction Oversight	-	-	-	-	-
Historic Consultant	-	-	-	-	-
Tax Credit Fees	42,000	-	42,000	-	-
FFE	20,000	-	20,000	20,000	-
Organizational Legal	800	-	800	-	-
<i>Subtotal Other</i>	89,300	-	89,300	46,500	26,500
DEVELOPER'S FEES					
Developer's Ovhd. & Profit	500,000	-	500,000	500,000	500,000
Consultant	-	-	-	-	-
<i>Subtotal development fees</i>	500,000	-	500,000	500,000	500,000
PROJECT RESERVES					
Rent Up & Marketing Reserve	30,000	-	30,000	-	-
Operating Reserve	158,671	-	158,671	-	-
Replacement Reserve	40,531	-	40,531	-	-
Prepaid Taxes & Insurance	69,050	-	69,050	-	-
Prepaid Monitoring	-	-	-	-	-
<i>Subtotal Reserves</i>	298,252	-	298,252	-	-
TOTAL PROJECT COST	6,493,908	-	6,493,908	5,647,856	-
ELIGIBLE BASIS				5,647,856	-
LESS FEDHOME				-	-
LIHTC ELIGIBLE BASIS				5,647,856	-
APPLICABLE FRACTION	100%	-		less fed HTC	20%
QUALIFIED BASIS				5,647,856.03	34%
QUALIFIED CT ADJUSTMENT	130%	-		7,342,213	-
CREDIT PERCENTAGE				9.00%	-
ANNUAL LIHTC ELIGIBLE		-		660,799	84.00%
				660,799	84.00%
ANNUAL LIHTC ALLOCATED				555,000	-
NET PROCEEDS	86.00%	99.99%		4,772,523	-

Construction

GMP

4,053,122

100.0%

21,989.00 GSF

163.860

TDC	6,293,237
TDC/unit	209,775
TDC/bedroom	209,774.57
TDC Index	209,774.57
TDC Index Cap - new construction	230,000.00

(606,763)

Affordability Analysis & Rent Schedule					
Affordable Rents					
Unit Type	HHL D Size	Fed Home	LIHTC Rent	UA	Max. Net Rent
0 BR @ 50%			788	33	\$755
1 BR @ 50%	1.5		845	43	\$802
0 BR @ 60%			946	33	\$913
1 BR @ 60%	1.5		1,014	43	\$971
0BR @ 120%			1,892		
1 BR@ 120%	1.5		2,028		

Rent Schedule					
Unit Type	# Units	Net Rent	Utility Allow.	Gross Rent	Afford. @ % Med. Inc.
0 BR @ 50%	6	\$700	33	\$733	
1 BR @ 50%	7	\$802	43	\$845	
0 BR @ 60%	8	\$850	33	\$883	
1 BR @ 60%	9	\$971	43	\$1,014	
0 BR 120%		\$1,250			
1 BR 120%		\$1,600			
	0				
TOTAL	30				
Bedroom Mix	0 BR 14	1 BR 16	2 BR		Total 30
Income Mix		50%AMI	60%AMI	Market	Total
Number		13	17	0	30
Percent		43.3%	56.7%	0.0%	

43%

Operating Income & Expense		
Effective Gross Income	Monthly	Annual
Gross Potential Rental Income	25,353	304,236
Less Vacancy & Collection Loss	5.0% (1,268)	(15,212)
TIF Income	3,659	43,913
Commercial		
Effective Gross Income	27,745	332,937

Annual Expenses	Per Unit	Total
ADMINISTRATIVE EXPENSES		
Management Fee	777	23,306
Legal	50	1,500
Audit	183	5,500
Marketing	50	1,500
Site Manager	233	7,000

Resident Services	303	9,100
Broadband Service	32	960
Other	167	5,000
Subtotal Administrative	1,796	53,866
OPERATING EXPENSES		
Water/Sewer	350	10,500
Electric	400	12,000
Heat/HW	650	19,500
Subtotal Operating	1,400	42,000
MAINTENANCE		
Building Maintenance	950	28,500
Janitorial	200	6,000
Supplies/Exterminating	150	4,500
Painting/Decorating	100	3,000
Grounds	225	6,750
Snow Removal	300	9,000
Trash Removal	100	3,000
Subtotal Maintenance	2,025	60,750
GENERAL EXPENSES		
Property taxes	1,100	58,550
Insurance	350	10,500
Management Broadband	-	
Subtotal General	1,450	69,050
REPLACEMENT RESERVE		
Housing	450	13,500
TOTAL RESERVES		13,500
TOTAL EXPENSES PLUS RESERVES	7,972	239,166
Net Income Calculation		Annual
Net Operating Income		93,771
Debt Service		\$78,176
Cash Flow		15,595
Debt Service Coverage		1.20
Cash Flow as % of Expenses		6.5%
Cash Flow PUPA		520
Income/Expenses ratio		
1.39		

30-YEAR PROFORMA OPERATING INCOME A

	Trend	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
INCOME	(see														
Gross Rental Income	below)	152,118	304,236	310,321	316,527	322,858	329,315	337,548	345,986	354,636	363,502	372,590	383,767	395,280	407,139
Commercial	2.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy & Collection Loss	5.00%	(7,606)	(15,212)	(15,516)	(15,826)	(16,143)	(16,466)	(16,877)	(17,299)	(17,732)	(18,175)	(18,629)	(19,188)	(19,764)	(20,357)
TIF Income	2.00%	-	43,913	44,791	45,687	46,600	47,532	48,483	49,453	50,442	51,450	52,480	53,529	54,600	55,692
EFFECTIVE INCOME		144,512	332,937	339,595	346,387	353,315	360,381	369,153	378,140	387,346	396,777	406,440	418,108	430,116	442,473
EXPENSES															
Administrative	3.00%	37,706	53,866	55,482	57,146	58,860	60,626	62,445	64,318	66,248	68,235	70,282	72,391	74,563	76,799
Operating	3.00%	29,400	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800	56,444	58,138	59,882
Maintenance	3.00%	42,525	60,750	62,573	64,450	66,383	68,375	70,426	72,539	74,715	76,956	79,265	81,643	84,092	86,615
General	3.00%	48,335	69,050	71,122	73,255	75,453	77,716	80,048	82,449	84,923	87,470	90,095	92,797	95,581	98,449
Replacement reserve	3.00%	9,450	13,500	13,905	14,322	14,752	15,194	15,650	16,120	16,603	17,101	17,614	18,143	18,687	19,248
TOTAL EXPENSES		167,416	239,166	246,341	253,731	261,343	269,183	277,258	285,576	294,143	302,968	312,057	321,419	331,061	340,993
NET OPERATING INCOME		(22,904)	93,771	93,255	92,657	91,972	91,198	91,895	92,563	93,202	93,810	94,383	96,689	99,055	101,480
DEBT SERVICE		39,088	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176
CASH FLOW		(61,992)	15,595	15,079	14,480	13,796	13,022	13,719	14,387	15,026	15,633	16,206	18,513	20,879	23,304
Income Escalators	Years														
	1-5		2.0%												
	6-10		2.5%												
	11-15		3.0%												
DSCR		-0.58595	1.199483922	1.19288	1.18523	1.17648	1.16658	1.17548	1.18404	1.19221	1.19998	1.20731	1.23681	1.26707	1.2981

ND EXPENSE STATEMENT

15															
2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048		
419,353	431,933	444,891	458,238	471,985	486,145	500,729	515,751	531,224	547,160	563,575	580,482	597,897	615,834		
-	-	-	-	-	-	-	-	-	-	-	-	-	-		
(20,968)	(21,597)	(22,245)	(22,912)	(23,599)	(24,307)	(25,036)	(25,788)	(26,561)	(27,358)	(28,179)	(29,024)	(29,895)	(30,792)	#####	
56,806	57,942	59,100	60,282	61,488	62,718	63,972	65,252	66,557	67,888	69,246	70,631	72,043	73,484	1,552,058	
455,191	468,278	481,747	495,609	509,874	524,555	539,665	555,215	571,219	587,690	604,642	622,089	640,045	658,526		
79,103	81,477	83,921	86,438	89,032	91,703	94,454	97,287	100,206	103,212	106,308	109,498	112,783	116,166		
61,678	63,529	65,435	67,398	69,420	71,502	73,647	75,857	78,132	80,476	82,891	85,377	87,939	90,577		
89,213	91,890	94,647	97,486	100,410	103,423	106,525	109,721	113,013	116,403	119,895	123,492	127,197	131,013		
101,402	104,444	107,578	110,805	114,129	117,553	121,080	124,712	128,453	132,307	136,276	140,364	144,575	148,913		
19,825	20,420	21,033	21,664	22,313	22,983	23,672	24,383	25,114	25,867	26,643	27,443	28,266	29,114		
351,223	361,759	372,612	383,791	395,304	407,163	419,378	431,960	444,918	458,266	472,014	486,174	500,760	515,782		
103,968	106,519	109,135	111,818	114,570	117,392	120,287	123,256	126,301	129,424	132,628	135,914	139,285	142,744		
78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176	78,176		
25,792	28,343	30,959	33,642	36,394	39,216	42,110	45,079	48,124	51,248	54,452	57,738	61,109	64,567		

1.32992

SOURCES AND USES OF FUNDS					
SOURCES OF FUNDS	Permanent	Construction Period	Terms/Comments		
			Rate	Term	Paymnt
Amortizing Debt					
MSHA RLP	1,421,386		5.50%	30	\$78,176
MSHA 15-year			6.00%	15	\$0
<i>Subtotal Amortizing Debt</i>	1,421,386				\$78,176
Soft Debt					
City of Portland	299,999	299,999	-	NPV	
MSHA RLP		-	0.0%	30	\$0
MSHA Part E	-	-			
<i>Subtotal Soft Debt</i>	299,999	299,999			
Construction Loan		2,722,143			
Total Debt Financing	1,721,385	3,022,142			
City ED Grant		-			
LIHTC Syndication Proceeds	4,772,523	2,863,514			
Deferred Developer Fee		0		Total Fed	4,772,523
Historic Credit Proceeds	-	-	-	Total Hist	-
TOTAL SOURCES	6,493,908	5,885,656			
USES OF FUNDS	Total	Construction Period			
Acquisition/Demo	500,000	500,000			
Construction	4,458,434	4,458,434			
Soft Costs	476,922	476,922			
Financing Fees	171,000	171,000			
Other Soft Costs	89,300	89,300			
Development Fee	500,000	190,000			
Reserves	298,252	-			
TOTAL USES	6,493,908	5,885,656			
DEVELOPMENT CONTINGENCY (GAP)	(0)	-			

(0.01)

- Subsidy per unit
0% of maximum amount per u
0% of maximum gross amount

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 66 State Street APARTMENT New Construction
Date: 7/29/19

Developers Collaborative (DC) proposes to construct 30 efficiency and 1 bedroom units on a portion of the parking lot owned by DC at 66 State Street. DC acquired this property from Catholic Charities in June, 2018,

Sources and Uses

Sources:		Uses:	
MSHA RLP 1 st Mortgage	1,421,386	Acquisition (land)	500,000
City of Portland	299,999	Construction	4,458,434
9% LIHTC Equity	<u>4,772,523</u>	Soft Costs	737,222
		Reserves	298,252
		Developer Fee	<u>500,000</u>
Total Sources:	\$6,493,908	Total Uses:	\$6,493,908

This project was approved for a TIF with a 4% credit financing structure, but was revised to reflect 9% LIHTC instead of 4% credits due to lack of clarity at Maine Housing on the timing of the 4% program. The City commitment of TIF (approved) and capital subsidy (requested) are the first steps to getting 1st mortgage debt and LIHTC from the State. The principal of Developers Collaborative, Kevin Bunker, has used LIHTCs to develop over 500 units of affordable housing since 2007.

For analysis of “Uses,” see Development Budget.

Development Budget

The TDC per unit is \$216,464. This is well within MaineHousing’s TDC Index Cap of \$230,000.

For comparison purposes, Avesta’s Brighton 40 unit new construction for seniors, approved in the last tax credit round, was approved at a \$204,122 cost per unit. Costs are roughly comparable between the two projects, but acquisition price per unit was \$7,000 for the Brighton project and is \$16,667 for 66 State apartments.

Construction Costs:

Construction costs are based on a budget proposal from Benchmark dated 3/20/19, though the budgeted figure is \$118,052 (or 3%) higher than the estimate. The Benchmark estimate is broken down by divisions and also includes a 3% price inflator and bond premium.

Soft Costs:

Soft costs are consistent with other projects of this scale and financing structure.

Contingency:

The 10% hard cost contingency should be adequate for new construction on a known site.

Soft cost contingency is thin for this very early stage of project development at 5.4%.

Acquisition:

Acquisition is budgeted at \$500,000, which is intended to cover the cost of the portion of the 66 State Street parcel on which the improvements will be constructed. A \$500,000 acquisition price is not yet supported by the data available. The assessed value of the *total* site is \$421,500, which includes the portion occupied by the existing 66 State improvements. An appraisal of the existing 66 State Street property does not address the value of the land. Since the sale of land will be between related entities, the City must be particularly careful to ensure that the sales price does not exceed market value.

The acquisition price of \$500,000 is \$16,667 per unit. This exceeds by 19% Maine Housings “Average Acquisition Cost By Project Type” of \$14,000 per unit for new construction in the 2020 QAP.

Operating Budget & 20 Year Cashflow Projection

Project Income:

In this 30 unit project, there will be 13 units restricted to households below 50% AMI (6 efficiencies and 7 one bedrooms). There will be 17 units restricted to households below 60% AMI (8 efficiencies and 9 one bedrooms). The rents for the efficiency units are set \$50 and \$63 less than maximum rents, providing a window of affordability for these units. One bedroom rents are set at the maximum allowable rent.

Operating Expense

Operating expense per unit is \$7,972/unit/year. This sounds high, comparable to 47 Boyd previously unacceptable budget of \$8,008 per unit. HOWEVER, this project has a TIF. Of the \$7,972/unit projected operating cost, \$1,952 is real estate taxes (this seems high, but is based on the figures from the City Assessor). Factoring out the taxes, these operating costs are modest: \$1,492/unit for administrative expenses is reasonable, as is \$2,025 for maintenance for newly constructed units.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Consistent with MaineHousing approach to income and expense escalators, the developer has used 2 & 3% only for the 1st 5 years, increasing the income escalator to 2.5% for years 6-10 and 3% beyond that. This results in a debt service coverage ratio which starts at a healthy 1.2, dips to 1.17 in year 5 then rises to 1.3 by year 15. Holding income inflators at a constant 2% results in negative cashflow in year 15. However, holding vacancy to 4% and expense inflators to 2.75% leads to a 1.24 dscr in year 1, declining over 20 years to a still adequate 1.14. The point here is while this operating budget is NOT fat, there are a variety of ways management can insure operating costs are covered over the term of the loan.

Developer Financials

Kevin Bunker, principal of Developers Collaborative, acquired 66 State Street through “DC 66 State LLC” in June, 2018. The seller, Catholic Charities, agreed to lease back the improvements for 2 years. Internal financial statements for the 66 State LLC show that the 1st year of operations under that lease were

profitable. The apartment development will NOT impact the existing 66 State LLC, other than the sale of a portion of the parking lot.

Typical of for-profit developers of this scale, Developers Collaborative does not have an audit of its umbrella entity. Developers Collaborative submit 3 years of financial statements (balance sheet and profit/loss statements) and 3 years of tax returns for “Developers Collaborative Predevelopment LLC.” This is the entity which reflects Developers Collaborative predevelopment costs and development staffing expenses. It does not directly reflect the financial position of “Developers Collaborative Management LLC” or provide any window into the operations of DC’s occupied projects. As such, this review is based on a clear view of an important, but narrow, piece of Developers Collaborative overall financial picture.

The financial statements for “Developers Collaborative Predevelopment LLC” are typical for a real estate developer at this scale. They show the wide swing of both expense and income that are predictable for real estate developers, especially those operating at this scale, where the timing of a single project can make a dramatic difference in the appearance of financials. While Net Income from 2014-2018 has ranged from -\$22,499 to \$476,216, it is more illustrative to look at the 5 year AVERAGE Net Income of \$243,525.

- 2014 Net Income: -\$22,499.28
- 2015 Net Income: \$445,979.52
- 2016 Net Income: \$260,576
- 2017 Net Income: \$476,216
- 2018 Net Income: \$57,355

Developers Collaborative Predevelopment LLC 2018 balance sheet shows liquid assets of \$75,000 and current liabilities of \$16,402, for a strong quick ratio of 4.58, but total cash is down considerably from 2016 & 2017. The 2019 year to date balance sheet shows cash up, to \$123,076 and current liabilities of \$227,076, most of which is a line of credit. The resulting quick ratio is .54. This is consistent with the developer’s statement that DC is in a period of rapid growth, with more projects in predevelopment and development than in 2016 & 2017.

While inconclusive without any window into the financial experience of Developers Collaboratives operating projects, the information provided demonstrates Developer’s Collaborative has a track record of successful real estate development which has generated sufficient income to weather the anticipated swings in income and expense and cover the costs of the development arm of DC’s real estate business over time.

Recommendations

This developer has the technical capacity to pursue and successfully complete this project. When a single party plays multiple roles in a project, as in this instance where the developer is also both the seller and buyer of the land, the City must pay close attention that costs don’t exceed market values.

I recommend a loan in the amount of \$299,999, zero percent interest, payment deferred for 30 years, with the following conditions prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.
2. Final commitments from all sources on terms as projected.
3. Satisfactory review of final development and operating budgets.
4. Satisfactory review, prior to closing, of current Developers Collaborative Predev LLC financials.
5. Satisfactory evidence that sales price of land does not exceed the market value of the land.

Development Budget with Permanent Sources

Date 7/3/2019
 Project Name Phoenix at Danforth (66 State St. APT)
 Project Address 66 State St.
 Developer/Sponsor Developer's Collaborative

Total Units 30
 Total Square Feet 1 correct this

Sources of Funds
Permanent Financing - 1st Lien MSHA RLP
Permanent Financing - MSHA RLP (subordinated)
Equity (LIHTC/tenant contributions)
Deferred development fee
City of Portland
Other
Total Sources of Funds

Revised Capital Request 7/3/19	
Total	Per Unit
\$1,421,386	\$47,380
\$0	\$0
\$4,772,523	\$159,084
	\$0
\$299,999	\$10,000
	\$0
\$6,493,908	\$216,464

Change	
Cap Ap v1 to Cap Ap v2	
\$ (714,231)	-33%
\$ (1,950,000)	-100%
\$ 2,707,952	131%
\$ -	0%
\$ 43,721	1%

Uses of Funds

Hard Costs
Site Improvements
Rehabilitation
New Construction
Contractor's Profit, Overhead, & Gen. Requirements
Hazardous Materials abatement (if contracted separately)
Demolition Cost (if contracted separately)
Bond Premium
Other
Hard Cost Contingency (% of hard costs)
Total Hard Costs

	\$0
	\$0
\$4,053,122	\$135,104
	\$0
	\$0
	\$0
	\$0
	\$0
\$405,312	\$13,510
\$4,458,434	\$148,614

\$ -	0%
\$ -	0%
\$ -	0%

Soft Costs
Building Permit & Fees
Survey & Engineering
Design & Permitting (% of const exp)
Borrower Legal (all closings, excluding syndication legal)
Title & Recording
Accounting
Construction Period Taxes
Construction Period Insurance
Other: FF&E, Security
Other
Total Soft Costs

\$25,000	\$833
\$45,000	\$1,500
\$222,922	\$7,431
\$45,800	\$1,527
\$12,000	\$400
\$7,000	\$233
\$50,000	\$1,667
	\$0
\$20,000	\$667
\$30,000	\$1,000
\$457,722	\$15,257

\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%

Financing Costs
Construction Loan Origination Fees
Construction Period Interest
Lender Inspection Fees
Letter of Credit Fee
Permanent Loan Fee
Construction Lender Legal
Other
Total Financing Costs

\$6,000	\$200
\$125,000	\$4,167
\$35,000	\$1,167
	\$0
\$4,000	\$133
	\$0
\$1,000	\$33
\$171,000	\$5,700

\$ -	0%
\$ -	0%
\$ 35,000	#DIV/0!
\$ -	0%
\$ -	0%
\$ -	0%
\$ -	0%

Miscellaneous
Market Survey
Appraisal
Environmental Study
LIHTC Fees -- prepaid monitoring

\$5,500	\$183
\$6,000	\$200
\$15,000	\$500
\$42,000	\$1,400

\$ -	0%
\$ -	0%
\$ -	0%
\$ 25,550	155%

Other: Commissioning		\$0		
Relocation Costs		\$0		
Other		\$0		
Soft Cost Contingency (% of soft costs excl Dev Fee)	3.63%	\$40,000	\$1,333	\$ - 0%
Total Miscellaneous:		\$108,500	\$3,617	\$ 25,550 31%

Acquisition				
Acquisition: Buildings		\$0		
Acquisition: Land	\$500,000	\$16,667	\$ -	0%
Acquisition: Legal		\$0		
Other		\$0		
Total Acquisition	\$500,000	\$16,667	\$ -	0%

Reserves and Developer Fee				
Operating Deficit Escrow	\$158,671	\$5,289	\$ (7,379)	-4%
Prefunded Replacement Reserve	\$40,531	\$1,351	\$ -	0%
Taxes & Insurance Escrow	\$69,050	\$2,302	\$ 25,550	59%
Developer Overhead	\$500,000	\$16,667	\$ -	0%
Developer Profit		\$0		
Rent Up Reserve & Marketing	\$30,000	\$1,000	\$ -	0%
Other		\$0		
Total Reserves and Developer Fee	\$798,252	\$26,608	\$ 18,171	2%

Total Uses of Funds	\$6,493,908	\$216,464	\$ 43,721	1%
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Developer Fee Analysis: (excluding reserves & developer fee)	Total Fees: \$500,000 Percent of TDC: 8.78%
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Project Operating Pro Forma

Date	July 3, 2019
Project Name	Phoenix at Danforth
Project Address	66 State St
Developer/Sponsor	Developers Collaborative

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	6		0	50%	\$733	\$33		\$700	#DIV/0!	\$4,200	\$50,400
0 BR	8		0	60%	\$883	\$33		\$850	#DIV/0!	\$6,800	\$81,600
1 BR	7		0	50%	\$845	\$43		\$802	#DIV/0!	\$5,614	\$67,368
1 BR	9		0	60%	\$1,014	\$43		\$971	#DIV/0!	\$8,739	\$104,868
2 BR			0	50%				\$0	#DIV/0!	\$0	\$0
2 BR			0	60%				\$0	#DIV/0!	\$0	\$0
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	30		0							\$25,353	\$304,236

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	2.75%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Income										
Sch. Gross Income - Residential	\$304,236	\$10,141	\$310,321	\$316,527	\$322,858	\$329,315	\$335,901	\$342,619	\$349,472	\$356,461
Vacancy Loss 4.0%	(\$12,169)	(\$406)	(\$12,413)	(\$12,661)	(\$12,914)	(\$13,173)	(\$13,436)	(\$13,705)	(\$13,979)	(\$14,258)
Other income (TIF)	\$43,913	\$1,464	\$44,791	\$45,687	\$46,601	\$47,533	\$48,484	\$49,453	\$50,442	\$51,451
Supportive Services Funding		\$0								
Effective Gross Income	\$335,980	\$11,199	\$342,699	\$349,553	\$356,544	\$363,675	\$370,949	\$378,368	\$385,935	\$393,654

Administrative										
Management Fee	\$23,306	\$777	\$23,947	\$24,605	\$25,282	\$25,977	\$26,692	\$27,426	\$28,180	\$28,955
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense	\$1,500	\$50	\$1,541	\$1,584	\$1,627	\$1,672	\$1,718	\$1,765	\$1,814	\$1,864
Legal	\$1,500	\$50	\$1,541	\$1,584	\$1,627	\$1,672	\$1,718	\$1,765	\$1,814	\$1,864
Audit & Accounting	\$5,500	\$183	\$5,651	\$5,807	\$5,966	\$6,130	\$6,299	\$6,472	\$6,650	\$6,833
Admin Other	\$12,960	\$432	\$13,316	\$13,683	\$14,059	\$14,445	\$14,843	\$15,251	\$15,670	\$16,101
Total Administrative	\$44,766	\$1,492	\$45,997	\$47,262	\$48,562	\$49,897	\$51,269	\$52,679	\$54,128	\$55,616

Supportive Services	\$9,100	\$303	\$9,350	\$9,607	\$9,872	\$10,143	\$10,422	\$10,709	\$11,003	\$11,306
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Utilities										
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$19,500	\$650	\$20,036	\$20,587	\$21,153	\$21,735	\$22,333	\$22,947	\$23,578	\$24,226
Electric	\$12,000	\$400	\$12,330	\$12,669	\$13,017	\$13,375	\$13,743	\$14,121	\$14,510	\$14,909
Water / Sewer	\$10,500	\$350	\$10,789	\$11,085	\$11,390	\$11,704	\$12,025	\$12,356	\$12,696	\$13,045
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$42,000	\$1,400	\$43,155	\$44,342	\$45,561	\$46,814	\$48,101	\$49,424	\$50,783	\$52,180

Year 10

\$363,590
(\$14,544)
\$52,480
\$401,527

\$29,751
\$0
\$1,915
\$1,915
\$7,021
\$16,544
\$57,146

\$11,617

\$0
\$24,893
\$15,319
\$13,404
\$0
\$53,615

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Grounds	\$15,750	\$525	\$16,183	\$16,628	\$17,085	\$17,555	\$18,038	\$18,534	\$19,044	\$19,567
Janitorial	\$6,000	\$200	\$6,165	\$6,335	\$6,509	\$6,688	\$6,872	\$7,061	\$7,255	\$7,454
Trash Removal	\$3,000	\$100	\$3,083	\$3,167	\$3,254	\$3,344	\$3,436	\$3,530	\$3,627	\$3,727
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$7,500	\$250	\$7,706	\$7,918	\$8,136	\$8,360	\$8,590	\$8,826	\$9,068	\$9,318
Maintenance	\$28,500	\$950	\$29,284	\$30,089	\$30,917	\$31,767	\$32,640	\$33,538	\$34,460	\$35,408
Maintenance Contracts		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$60,750	\$2,025	\$62,421	\$64,137	\$65,901	\$67,713	\$69,575	\$71,489	\$73,455	\$75,475

Taxes & Insurance										
Real Estate Taxes or PILOT	\$58,550	\$1,952	\$60,160	\$61,815	\$63,514	\$65,261	\$67,056	\$68,900	\$70,795	\$72,741
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$10,500	\$350	\$10,789	\$11,085	\$11,390	\$11,704	\$12,025	\$12,356	\$12,696	\$13,045
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$69,050	\$2,302	\$70,949	\$72,900	\$74,905	\$76,965	\$79,081	\$81,256	\$83,490	\$85,786

Replacement Reserves	\$13,500	\$450	\$13,871	\$14,253	\$14,645	\$15,047	\$15,461	\$15,886	\$16,323	\$16,772
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$239,166	\$7,972	\$245,743	\$252,501	\$259,445	\$266,580	\$273,910	\$281,443	\$289,183	\$297,135
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Net Operating Income	\$96,814	\$3,227	\$96,956	\$97,052	\$97,099	\$97,096	\$97,038	\$96,925	\$96,752	\$96,518
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Debt Service										
First Lien: MSHA RLP	\$78,176	\$2,606	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$78,176	\$2,606	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176	\$78,176

Cash Flow (after Must Pay Debt)	\$18,638	\$621	\$18,780	\$18,876	\$18,923	\$18,920	\$18,862	\$18,749	\$18,576	\$18,342
Debt Service Coverage Ratio	1.24		1.24	1.24	1.24	1.24	1.24	1.24	1.24	1.23

Cash Flow Debt Payments										
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$18,638	\$621	\$18,780	\$18,876	\$18,923	\$18,920	\$18,862	\$18,749	\$18,342

Retained Cash Flow % 8%

Year 10

\$20,106
\$7,659
\$3,830
\$0
\$9,574
\$36,382
\$0
\$0
\$77,550

\$74,742
\$0
\$13,404
\$0
\$88,146

\$17,233
\$0

\$305,306

\$96,220

\$78,176
\$0
\$0
\$78,176

\$18,044
1.23

\$0
\$0
\$18,044

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	2.8%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$370,862	\$378,279	\$385,845	\$393,562	\$401,433	\$409,462	\$417,651	\$426,004	\$434,524	\$443,214
Vacancy Loss 4.0%	(\$14,834)	(\$15,131)	(\$15,434)	(\$15,742)	(\$16,057)	(\$16,378)	(\$16,706)	(\$17,040)	(\$17,381)	(\$17,729)
Other income (laundry)	\$53,530	\$54,600	\$55,692	\$56,806	\$57,942	\$59,101	\$60,283	\$61,489	\$62,719	\$63,973
Supportive Services Funding										
Effective Gross Income	\$409,557	\$417,748	\$426,103	\$434,625	\$443,318	\$452,184	\$461,228	\$470,452	\$479,862	\$489,459

Administrative										
Advertising	\$30,569	\$31,410	\$32,274	\$33,161	\$34,073	\$35,010	\$35,973	\$36,962	\$37,979	\$39,023
Office Payroll & Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies, Phone, Misc.	\$1,967	\$2,022	\$2,077	\$2,134	\$2,193	\$2,253	\$2,315	\$2,379	\$2,444	\$2,512
Mngr or Super Rent Free Unit	\$1,967	\$2,022	\$2,077	\$2,134	\$2,193	\$2,253	\$2,315	\$2,379	\$2,444	\$2,512
Audit & Accounting	\$7,214	\$7,412	\$7,616	\$7,826	\$8,041	\$8,262	\$8,489	\$8,723	\$8,963	\$9,209
Admin Other	\$16,999	\$17,466	\$17,947	\$18,440	\$18,947	\$19,468	\$20,004	\$20,554	\$21,119	\$21,700
Total Administrative	\$58,717	\$60,332	\$61,991	\$63,696	\$65,448	\$67,247	\$69,097	\$70,997	\$72,949	\$74,955

Supportive Services	\$11,936	\$12,264	\$12,602	\$12,948	\$13,304	\$13,670	\$14,046	\$14,432	\$14,829	\$15,237
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Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$25,577	\$26,281	\$27,003	\$27,746	\$28,509	\$29,293	\$30,098	\$30,926	\$31,777	\$32,650
Gas	\$15,740	\$16,173	\$16,617	\$17,074	\$17,544	\$18,026	\$18,522	\$19,031	\$19,555	\$20,093
Water / Sewer	\$13,772	\$14,151	\$14,540	\$14,940	\$15,351	\$15,773	\$16,207	\$16,653	\$17,110	\$17,581
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$55,089	\$56,604	\$58,161	\$59,760	\$61,404	\$63,092	\$64,827	\$66,610	\$68,442	\$70,324

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$20,659	\$21,227	\$21,810	\$22,410	\$23,026	\$23,660	\$24,310	\$24,979	\$25,666	\$26,372
Exterminating	\$7,870	\$8,086	\$8,309	\$8,537	\$8,772	\$9,013	\$9,261	\$9,516	\$9,777	\$10,046
Trash Removal	\$3,935	\$4,043	\$4,154	\$4,269	\$4,386	\$4,507	\$4,631	\$4,758	\$4,889	\$5,023
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$9,837	\$10,108	\$10,386	\$10,671	\$10,965	\$11,266	\$11,576	\$11,895	\$12,222	\$12,558
Maintenance	\$37,382	\$38,410	\$39,466	\$40,552	\$41,667	\$42,813	\$43,990	\$45,200	\$46,443	\$47,720
Elevator, HVAC, pool contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$79,683	\$81,874	\$84,126	\$86,439	\$88,816	\$91,259	\$93,768	\$96,347	\$98,996	\$101,719

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$193,266 IN HOME INVESTMENT PARTNERSHIP
PROGRAM FUNDS AND \$136,734 IN HOUSING TRUST FUNDS
TO COMMUNITY HOUSING OF MAINE
RE: 83 MIDDLE STREET**

ORDERED, that the amount of \$193,266 in Home Investment Partnerships Program funds is hereby appropriated to Community Housing of Maine for development costs for the project at 83 Middle Street; and

BE IT FURTHER ORDERED, that the amount of \$136,734 in Housing Trust funds is hereby appropriated to Community Housing of Maine for development costs for the project at 83 Middle Street; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

83 MIDDLE ST APARTMENTS

Affordable Housing Development Application



Developer: Community Housing of Maine

Architect: CWS Architects

Community Housing of Maine (“CHOM”), through its wholly owned subsidiary CHOM Development Corporation, proposes to convert the surface parking lot on 83 Middle Street into 44 units of affordable rental housing. CHOM Development Corporation will fulfill all the customary responsibilities of the General Partner in a development project of this type, including, but not limited to, obtaining environmental and market studies, all necessary permits, site control, financing, regulatory approval, syndication of tax credits, hiring and supervision of design professionals, and construction management. Through CHOM Development Corporation, Community Housing of Maine will continue to supervise the on-going management of the project, as well as the service provider, MaineHousing, and the limited partnership.

The project will be one 6 story building; which will contain 44 affordable rental units, as well as a first-floor commercial space, and a below grade parking garage. The building will contain 44 total units, consisting of 3 studios, 41 one-bedroom apartments, as well as a community room, a management office, and a laundry facility. The property will serve low to moderate income residents that are 55 years old or older; and have a preference for 11 units for individuals referred by the City of Portland. The proposed project will be one of the first to use the Income Averaging set aside. The new set aside will allow the project to serve households with income up to 80% of are median income (AMI) as long as the average income and rent limit in the project remains at 60% or less of AMI. The property is in located in the India Street neighborhood and will be the first Affordable Housing in the neighborhood since the conversion of the old North School. As other parts of the India Street neighborhood have gentrified, many of the long-time residents of the neighborhood have been priced out of their apartments, and homes. Creating more equitable ratio of affordable housing is paramount to the continued long-term success of the neighborhood.

CHOM’s involvement in the project ensures that units are added to the pool of units available to persons with special needs through its ongoing relationship and commitment to serve this population. CHOM is requesting \$330,000 in funds (\$7,500 per unit) to leverage an additional \$7.1 Million in Federal Funds, and be part of a \$10 Million investment on city owned land.

83 Middle Street is currently a surface parking lot used as police parking. The proposed lot has frontage on Newbury Street, Franklin Street, and Middle Street. The building will fit into the rigors and complex design structure of the India Street Form Based Code and will not require a zoning change. The project will include a central laundry facility, community space, tenant storage, and a management office. The development will also create a first-floor commercial space to activate the street corner and maintain continuity with the neighborhood. The proposed project is located in the area covered by the India Street Sustainable Neighborhood Plan. This project supports the following goals of that plan: 1) Diversity of Residents, 2) Enhanced Mixed-Use Nature of Neighborhood, 3) Good Quality Designs, and; 4) Affordable Housing. This Middle Street location enjoys access to traditional “downtown” commercial points, shopping, professional services, medical services, and a variety of amenities. Lincoln Park, the Old Port, Medical Services, and a broad array of employment

opportunities are located within walking distance. Access to municipal water and sewer, and the existing network of streets and sidewalks, makes in-fill housing development in this location particularly attractive. The concept sketches on the following page illustrate the scale of the proposed building and site features.

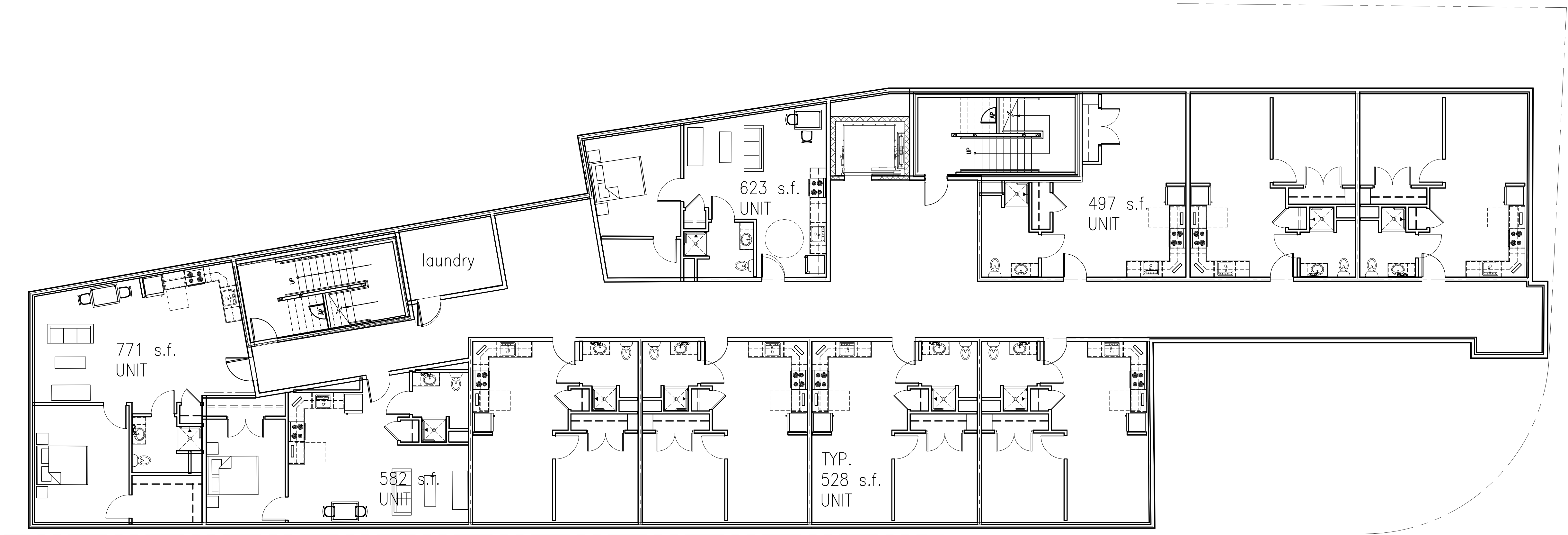
CHOM is committed to green building design and construction not only for reasons of energy efficiency -- which is critical to long-term sustainability -- but also for reasons of indoor air quality and natural lighting, which residents appreciate, and durability of materials, which translates into lower operating costs. Overall, green building design makes economic sense, contributes to better buildings and happier tenants, and improves market appeal.

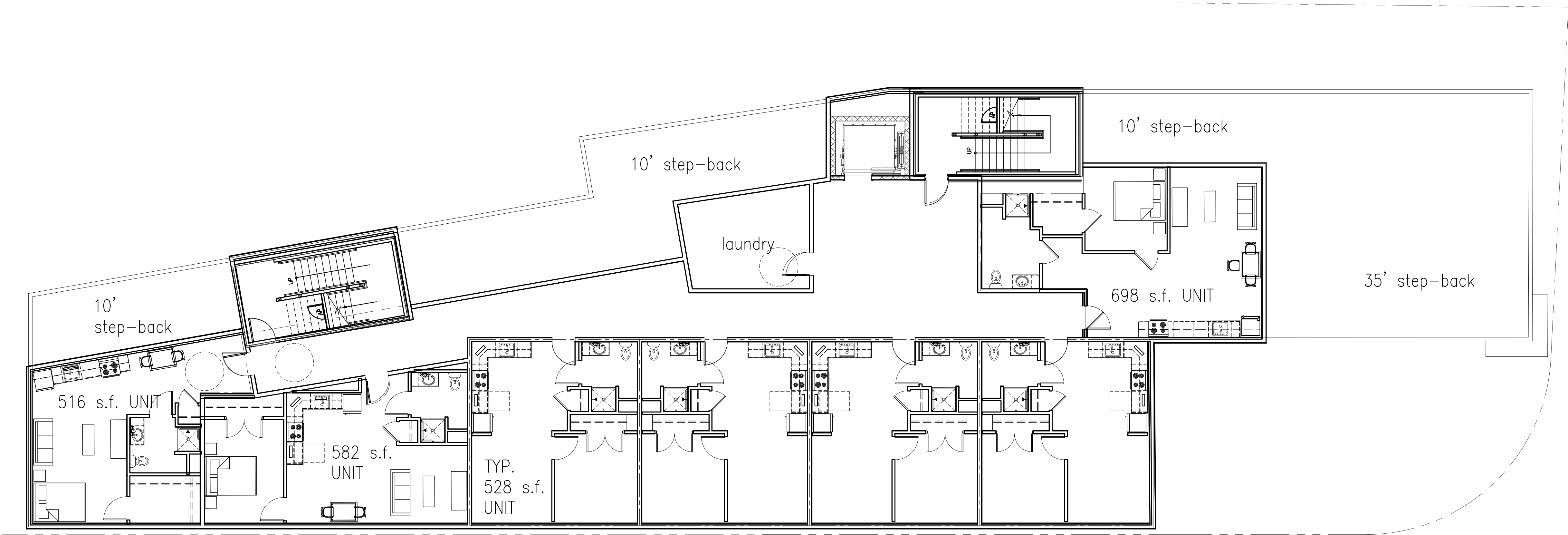
CHOM is a 501(c)(3) non-profit organization that provides advocacy, supportive housing, community inclusion, and stability for homeless and special needs populations across the state. CHOM develops, owns, and maintains high quality, affordable, service-enriched housing for people with low incomes and special needs. Founded in 1993, CHOM has become the largest supportive housing developer in Maine with some 78 housing sites in 31 communities, creating more than 747 units of affordable housing. CHOM also provides workforce housing for people who could not otherwise afford to live near their work, as well as housing for older adults and elderly populations.

CHOM is seeking to support the creation of vibrant and diverse local communities and community inclusiveness in all housing projects. To that end, the development of 83 Middle Street, which is within walking distance of all the necessities of everyday life and is connected to existing neighborhoods, will contribute to improving Portland's community infrastructure.

The Middle Street apartment development is expected to make use of the Affordable Housing Tax Credits, subsidy and debt from MaineHousing, and will benefit from a reasonable ground lease from the City of Portland.

REVISIONS					





<u>Activity</u>	<u>Completion Date</u>
Site Control	8/30/2019
Boundary Survey	Complete
Conceptual Design	Complete
Conceptual Estimate	Complete
Subdivision Approval	8/30/2019
Phase 1 Environmental Survey	7/31/2019
Site Plan/Zoning Approval	1/1/2019
Selection of Construction Manager-at Risk	8/30/2019
Financing Application to MaineHousing	9/25/2019
MaineHousing Notice to Proceed	12/1/2019
50% Plans and Specifications to MaineHousing	2/1/2020
90% Plans and Specifications to MaineHousing	4/1/2020
Construction Loan Closing	6/30/2020
Construction Start	6/30/2020
Lease Up Begins	6/1/2021
Construction Complete	6/1/2021
Full Occupancy Achieved	11/30/2021



DEVELOPMENT BUDGET					
		Total	LIHTC BASIS		
			REHAB	ACQ	INELIGIBLE
Acquisition:					
Acquisition: Land		\$ 99			
Acquisition: Building	\$ 99	\$ -		\$ -	
Acquired Reserves		\$ -			
Construction:					
Construction/Rehab		\$ 7,731,744	\$ 7,731,744		
Site Improvements		\$ 100,000	\$ 100,000		
Environmental		\$ -	\$ -		
Contractor Fee	\$ 7,831,744	\$ -	\$ -		
P&P Bonds		\$ -	\$ -		
FF&E		\$ 50,000	\$ 50,000		
5.0% Contingency		\$ 391,587	\$ 391,587		
Soft Costs:					
1.50% Permits & Fees		\$ 79,935	\$ 79,935		
Architect - Design		\$ 320,000	\$ 320,000		
Architect - Supervision		\$ 120,000	\$ 120,000		
Environmental Engineering		\$ 10,000	\$ 10,000		
Engineering & Survey		\$ 20,000	\$ 20,000		
Pre-construction services		\$ 20,000	\$ 20,000		
Relocation					
Third Party Reports		\$ 20,000	\$ 20,000		
Accounting & Audit		\$ 10,500	\$ 10,500		
Developer Legal		\$ 81,500	\$ 76,500	\$ 5,000	
Taxes + Insurance		\$ 80,000	\$ 80,000		
Soft Cost Contingency		\$ 10,000	\$ 10,000		
Historic + Green Consultants		\$ -	\$ -		
Title and Recording		\$ 14,000		\$ 13,300	\$ 700
Transfer Tax		\$ 0		\$ 0	
Financing:					
Construction Loan Fee	0.50%	\$ 28,000	\$ 28,000		
Construction loan interest		\$ 110,320	\$ 110,320		
Construction lender legal		\$ 20,000	\$ 20,000		
MH Commitment fee		\$ 2,000			\$ 2,000
Bank Inspections		\$ 7,500	\$ 7,500		
Syndication Fees		\$ 5,000			\$ 5,000
MH Loan Fee	2%	\$ 25,800			\$ 25,800
MH application fees		\$ 4,500			\$ 4,500
Allocation Fee	7.50%	\$ 61,200			\$ 61,200
Monitoring Fee	\$1,000	\$ 44,000			\$ 44,000
Other:					
Lease Up + Marketing					\$ -
Misc:		\$ -			\$ -
Startup & Organization		\$ -			\$ -
Developer Fees		\$ 710,000	\$ 685,000	\$ 25,000	\$ -
Reserves:					
Supportive Services Reserve		\$ -			\$ -
Replacement Reserves		\$ 77,317			\$ 77,317
Operating Reserves		\$ 215,172			\$ 215,172
Tax and Insurance Reserve		\$ 112,032			\$ 112,032
Lease Up Reserve		\$ 1,182			\$ 1,182
\$ 10,009,167.51		TOTAL	\$ 10,483,389	\$ 10,199,406	\$ 43,300
				\$ 548,903	

1st - YEAR PRO FORMA		
		Year 1
Income		
	Potential Gross Income	490,056
	Vacancy Loss	(24,503)
	Commercial Income	0
	Other Income	0
	Effective Gross Income	465,553
Expenses		
	real estate taxes	52,800
	insurance	39,600
	utilities	66,000
	management fee	27,933
	parking	0
	administrative	52,800
	audit	8,360
	repairs + maintenance	57,200
	resident services	12,760
	other	9,240
	replacement reserve	19,800
	Operating Expenses	(346,493)
	Net Operating Income	119,060
	TIF Reimbursement	0
Financing Expenses		
	MH Amortizing Loan	(83,850)
	LP Mgmt Fee	(3,500)
	GP Mgmt Fee	(3,500)
	DF Loan	0
		(90,850)
	Net Cash Flow	28,210

First Year Rents

Attachment 14b.

INCOME INFORMATION

Unit Type	UNIT COUNT	AFFORDABLE UNITS		Fair Market Rents	LIHTC Rents (2018)	Utility Allowance	Pro Forma Rents	Rent/SF	Gross Monthly Rent
		Sec 8	LIHTC						
Studio	3		3	\$989	\$813	\$33	\$780	\$1.56	\$2,340
Studio	0		0	\$989	\$976	\$33	\$943	\$1.89	\$0
1BR	15		15	\$1,071	\$871	\$43	\$828	\$1.27	\$12,420
1BR	26		26	\$1,071	\$1,046	\$43	\$1,003	\$1.54	\$26,078
2BR	0		0	\$1,387	\$1,046	\$56	\$990	\$1.13	\$0
2BR	0		0	\$1,387	\$1,255	\$56	\$1,199	\$1.37	\$0
3BR	0		0	\$1,829	\$1,209	\$70	\$1,139	\$1.10	\$0
3BR	0		0	\$1,829	\$1,451	\$70	\$1,381	\$1.33	\$0
								Total Monthly	\$40,838

First Year Expenses

Attachment 14c.

EXPENSE INFORMATION

		Escalation	Pro Forma Expenses	Per Unit
real estate taxes		3.0%	\$ 52,800	1,200
insurance		3.0%	\$ 39,600	900
utilities		3.0%	\$ 66,000	1,500
management fee	6.0%	3.0%	\$ 27,933	635
parking		3.0%	\$ -	0
administrative		3.0%	\$ 52,800	1,200
audit		3.0%	\$ 8,360	190
repairs + maintenance		3.0%	\$ 57,200	1,300
resident services		3.0%	\$ 12,760	290
other		3.0%	\$ 9,240	210
replacement reserve		2.0%	\$ 19,800	450
TOTAL		3.0%	\$ 346,493	7,875
		PER UNIT	\$ 7,875	
Interest on Reserves		1.5%		

Reserve Summary

Attachment 15

Reserves:	
Supportive Services Reserve	\$ -
Replacement Reserves	\$ 77,317
Operating Reserves	\$ 215,172
Tax and Insurance Reserve	\$ 112,032
Lease Up Reserve	\$ 1,182
\$ 10,009,167.51	TOTAL \$ 10,483,389

Debt Service Coverage Ratio

																Average
DSCR	1.31	1.30	1.29	1.28	1.26	1.25	1.23	1.21	1.19	1.17	1.15	1.12	1.10	1.07	1.03	1.20
NOI/Unit	\$641	\$621	\$598	\$573	\$544	\$513	\$478	\$441	\$399	\$355	\$306	\$254	\$197	\$137	\$72	

15 Year Proforma

Attachment 17

15 -YEAR PROFORMA															
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income															
Potential Gross Income	490,056	499,857	509,854	520,051	530,452	541,061	551,883	562,920	574,179	585,662	597,376	609,323	621,510	633,940	646,618
Vacancy Loss	(24,503)	(24,993)	(25,493)	(26,003)	(26,523)	(27,053)	(27,594)	(28,146)	(28,709)	(29,283)	(29,869)	(30,466)	(31,075)	(31,697)	(32,331)
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income	465,553	474,864	484,362	494,049	503,930	514,008	524,289	534,774	545,470	556,379	567,507	578,857	590,434	602,243	614,288
Expenses															
real estate taxes	52,800	54,384	56,016	57,696	59,427	61,210	63,046	64,937	66,885	68,892	70,959	73,088	75,280	77,539	79,865
insurance	39,600	40,788	42,012	43,272	44,570	45,907	47,284	48,703	50,164	51,669	53,219	54,816	56,460	58,154	59,899
utilities	66,000	67,980	70,019	72,120	74,284	76,512	78,807	81,172	83,607	86,115	88,698	91,359	94,100	96,923	99,831
management fee	27,933	28,771	29,634	30,523	31,439	32,382	33,354	34,354	35,385	36,446	37,540	38,666	39,826	41,021	42,251
parking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
administrative	52,800	54,384	56,016	57,696	59,427	61,210	63,046	64,937	66,885	68,892	70,959	73,088	75,280	77,539	79,865
audit	8,360	8,611	8,869	9,135	9,409	9,692	9,982	10,282	10,590	10,908	11,235	11,572	11,919	12,277	12,645
repairs + maintenance	57,200	58,916	60,683	62,504	64,379	66,310	68,300	70,349	72,459	74,633	76,872	79,178	81,554	84,000	86,520
resident services	12,760	13,143	13,537	13,943	14,361	14,792	15,236	15,693	16,164	16,649	17,148	17,663	18,193	18,738	19,301
other	9,240	9,517	9,803	10,097	10,400	10,712	11,033	11,364	11,705	12,056	12,418	12,790	13,174	13,569	13,976
replacement reserve	19,800	20,196	20,600	21,012	21,432	21,861	22,298	22,744	23,199	23,663	24,136	24,619	25,111	25,613	26,126
Operating Expenses	(346,493)	(356,690)	(367,189)	(377,998)	(389,128)	(400,588)	(412,387)	(424,535)	(437,044)	(449,923)	(463,184)	(476,839)	(490,898)	(505,373)	(520,278)
Net Operating Income	119,060	118,174	117,173	116,050	114,802	113,421	111,902	110,239	108,426	106,456	104,322	102,018	99,536	96,869	94,009
TIF Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financing Expenses															
MH Amortizing Loan	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)	(83,850)
LP Mgmt Fee	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)
GP Mgmt Fee	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)	(3,500)
DF Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)	(90,850)
Net Cash Flow	28,210	27,324	26,323	25,200	23,952	22,571	21,052	19,389	17,576	15,606	13,472	11,168	8,686	6,019	3,159
DSCR	1.31	1.30	1.29	1.28	1.26	1.25	1.23	1.21	1.19	1.17	1.15	1.12	1.10	1.07	1.03
NOI/Unit	\$641	\$621	\$598	\$573	\$544	\$513	\$478	\$441	\$399	\$355	\$306	\$254	\$197	\$137	\$72

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: CHOM: 83 Middle Street
Date: 7/26/19

CHOM proposes to build a 44 unit senior building on land leased for 99 years from the City, with 11 units reserved for individuals exiting homelessness.

Sources and Uses

Sources:		Uses:	
Maine Housing Amortizing Loan	\$1,290,000	Acquisition (99 year lease)	\$99
Maine Housing Rental Loan Program	\$1,755,115	Construction hard costs	\$8,273,331
City HOME/HTF Funds	330,000	Soft costs	\$785,935
LIHTC Equity (syndication proceeds)	\$7,108,274	Financing costs	\$308,320
AHP (applied for)	<u>-</u>	Reserves	\$405,703
		Developer Fee	<u>\$710,000</u>
Total Sources:	\$10,483,389	Total Uses:	\$10,483,388

CHOM is at the initial stages of putting together the financing package for the 83 Middle Street development. An AHP application has just been submitted. An application to Maine Housing will be submitted in September. CHOM has a letter of interest from Boston Capital to purchase the Low Income Housing Tax Credits (LIHTC) at the price of \$.88 per dollar of tax credit. CHOM has successfully completed 11 LIHTC projects throughout Maine, and has existing relationships with each of the projected sources.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on an opinion of probable cost from CWS Architects, which has prepared the conceptual designs. The construction cost estimate is for \$186,893 per unit, which is \$165.44 per sq foot, and includes a 5% contingency. This is at the high end of new construction estimates for comparable properties, and is the primary driver of the project's relatively high \$238,259 per unit cost. For comparison purposes, the Avesta Brighton development, a 40 unit new construction senior building approved last year, had a per unit hard cost of \$152,241 and a total per unit cost of \$204,122.

There are several factors which contribute to the higher construction price:

- 1) Steep price inflation in construction due to tariffs on steel and tight labor markets;
- 2) This budget includes the cost of the structural components of ground floor non-residential space; these costs will ultimately be broken out into a separate budget since they are not eligible for funding from the project's housing restricted sources;
- 3) The estimate is based on Passive House standards;

- 4) Infill construction on this narrow urban lot will be logistically more challenging than construction on a suburban lot.

Though these costs are high, they are not unreasonable considering inflationary pressures in construction, the design, and the specific requirements of this site.

Soft Costs:

Soft costs are typical for a deal of this scale with LIHTC financing. Reserves are budgeted consistent with the requirements of LIHTC underwriting, and includes a prefunded replacement reserve of \$77,317. Developer fee is modest at 7.6% of total development costs (excluding reserves and developer fee).

Contingency:

The hard cost contingency of 5% is minimally adequate for this early stage in design development, however, considering the high estimate of total cost, the total should be sufficient to get the project built.

The soft cost contingency of \$10,000 is inadequate, less than 1% of total soft & financing costs. In the early stages of project development, this contingency should be increased to a minimum of \$54,700, (5% of soft & financing costs), and 8% would be more realistic given the early stage of project development.

Acquisition:

CHOM is working with the City to lease the lot at 83 Middle St which is currently used for surface parking. The proposed lease fee is \$99 for a 99 year lease. This subsidized lease fee is an integral part of the subsidy package to achieve affordability.

Operating Budget & 20 Year Cashflow Projection

Project Income:

The 44 unit proforma include 14 units at 50% AMI and 26 units at 60% AMI. CHOM has applied for site based Housing Choice Vouchers for 11 units in this project which will be designated for “Long Term Stayers” in the City’s homeless system. CHOM has a demonstrated track record of successful integration of formerly homeless individuals into affordable senior housing projects, including Danforth on High in Portland.

CHOM is in conversation with Maine Housing about the recently added “Income Averaging” feature of the LIHTC program. “Income Averaging” will allow developers to designate units with maximum incomes as low as 20% AMI and as high as 80% AMI. This new flexibility in the LIHTC program is designed to facilitate greater economic diversity within projects, allowing a single project to serve both much lower income households AND households with incomes from 60-80% AMI who were previously excluded from LIHTC properties. Maine Housing has not yet issued regulations on how developers may use income averaging, but CHOM anticipates pursuing this conversation during the application process with Maine Housing. Final unit affordability restrictions are likely to be quite different than the existing budget suggests.

Operating Expense

The pro forma reflects a \$7,718 per unit operating cost, which is high relative to most other recent applications. These costs are also high compared to CHOM's actual costs in similar projects in Portland. For instance, Danforth on High, CHOM's existing new construction senior housing in Portland, had operating costs of \$6,953 per unit in 2018. The primary drivers of this high per unit operating cost is administration (including property management) which is high at \$2,025 per unit, and insurance, which at \$900 per unit is almost double comparable projects. On the other hand, maintenance is budgeted very low at \$1,300 per unit (the average maintenance budget for recent comparable projects is \$1,969). CHOM represents that Passive House design results in substantial maintenance savings. Utilities are budgeted at \$1,450, which seems high for Passive House as this would be in the expected range for a more conventional design. There is work yet to do on these figures.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

The operating pro forma shows a 1.41 DSCR in year 1, which declines gradually to 1.06 in year 20 with standard 2% income and 3% expense inflators. (The developer's strategy for improving year 20 DSCR to 1.09 by inflating replacement reserve contribution at 2% instead of 3% is not acceptable. It will result in chronic underfunding of reserves, which are vulnerable to losing purchase power to inflation.) The year 1 DSCR is just above the 1.4 "reasonable upper limit," but immediately declines in year 2 as expense projections rise slightly faster than income projections. Given the slope of their DSCR over 20 years, the initial value of 1.41 is acceptable. Given the high initial DSCR, City of Portland may reasonably receive some repayment from cashflow in the early years, depending on the resolution of operating budget questions.

Developer Financials

CHOM, Inc.:

Looking only at CHOM Inc., the developer ended FY 2018 in good and improving financial condition, with liquid assets of \$585,670 and current liabilities of \$250,430. The resulting Quick Ratio (or "Acid Test") of 2.3 is quite healthy. Management year end statements show liquid assets of \$859,538 and current liabilities of \$224,979 for a very strong Quick Ratio of 3.8. CHOM Inc's net assets have grown steadily, from \$2.0 million in 2016 to \$2.6 million in 2018. CHOM Inc. management statements show net assets over \$3 million in 2019.

CHOM Consolidated Entities:

This window on CHOM Inc excludes 13 partnerships wholly controlled by CHOM Inc, and in so doing, dramatically understates the functional size (and the functional financial risks) of the developer. The consolidated net assets controlled by CHOM were over \$35 million at the end of FY 2018, up from \$23 million in 2015. Looking at the 2018 Quick Ratio for the consolidated entity, we see liquid assets of \$2,560,713 and current liabilities of \$810,617 for a strong Quick Ratio of 3.16. As with the much smaller CHOM Inc, CHOM + consolidated entities is in good and improving financial condition.

CHOM Financial Reporting:

CHOM has submitted consolidated audited financials for 2015, 2016 and 2017. Consistent with Generally Accepted Accounting Principles (GAAP), these consolidated audits reflect both CHOM Inc and all its wholly controlled partnerships. In 2018, CHOM's auditor changed its policy about how the partnerships would be reflected, which would have resulted in additional audit expense to meet GAAP standards. Instead of incurring the additional audit expense, CHOM chose not to have their consolidated statements audited. The CHOM Inc. 2018 audit is a qualified audit, because excluding the

wholly controlled partnerships from their audit is inconsistent with GAAP. Each partnership is still individually audited, and the consolidated material reflecting those individual partnership audits is included with the CHOM Inc. audit, but reflected as “unaudited.”

CHOM has made a financial management choice which reduces audit expense at the cost of compliance with GAAP and transparency about their financial situation. While each entity is audited, it is no longer possible to see an audit which reflects the full picture of CHOM’s assets and liabilities. In fact, CHOM Inc. and CHOM including its consolidated entities are both in strong financial health. Plenty strong enough to afford the additional audit expense which will transparently reflect their actual financial position to the public, consistent with GAAP.

This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the inadequate soft cost contingency.

Recommendations

I recommend a loan in the amount of no more than \$330,000, zero percent interest, with the following conditions prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.
2. Revised operating budget with unit affordability targeting, and projected operating expenses, acceptable to City.
3. Determination of payment structure (out of cashflow or fully deferred) will be based on the review of final operating budget and the 20 year projected DSCR.

Development Budget with Permanent Sources

Date 7/18/2019
 Project Name 83 Middle St
 Project Address _____
 Developer/Sponsor CHOM

Total Units 44
 Total Square Feet 45,582 includes 2,000 commercial & 3,672 parking

	Initial Application Values		
	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - Maine Housing Amortizing 1st Lien	\$1,290,000	\$29,318	\$28
Permanent Financing - Maine Housing RLP	\$1,755,115	\$39,889	\$39
Equity (LIHTC/tenant contributions)	\$7,108,274	\$161,552	\$156
Deferred development fee	\$0	\$0	\$0
City of Portland Capital Subsidy	\$330,000	\$7,500	\$7
AHP (to be applied for)	\$0	\$0	\$0
Total Sources of Funds	\$10,483,389	\$238,259	\$230

Uses of Funds

Hard Costs			
Site Improvements	\$100,000	\$2,273	\$2
Rehabilitation		\$0	\$0
New Construction	\$7,731,744	\$175,721	\$170
Contractor's Profit, Overhead, & Gen. Requirements	0.0%	\$0	\$0
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium		\$0	\$0
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	5.0%	\$391,587	\$9
Total Hard Costs	\$8,223,331	\$186,894	\$180

Soft Costs			
Building Permit & Fees	\$79,935	\$1,817	\$2
Survey & Engineering	\$20,000	\$455	\$0
Design & Permitting (% of const exp)	5.9%	\$440,000	\$10
Borrower Legal (all closings, excluding syndication legal)	\$81,500	\$1,852	\$2
Title & Recording	\$14,000	\$318	\$0
Accounting	\$10,500	\$239	\$0
Construction Period Taxes	\$80,000	\$1,818	\$2
Construction Period Insurance		\$0	\$0
Other: FF&E, Security	\$50,000	\$1,136	\$1
Other		\$0	\$0
Total Soft Costs	\$775,935	\$17,635	\$17

Financing Costs			
Construction Loan Origination Fees	\$28,000	\$636	\$1
Construction Period Interest	\$110,320	\$2,507	\$2

Lender Inspection Fees	\$7,500	\$170	\$0
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee (various Maine Housing fees)	\$98,500	\$2,239	\$2
Construction Lender Legal	\$20,000	\$455	\$0
Other		\$0	\$0
Total Financing Costs	\$264,320	\$6,007	\$6

Miscellaneous			
Market Survey ("3rd Party Reports")	\$20,000	\$455	\$0
Appraisal		\$0	\$0
Environmental Study	\$10,000	\$227	\$0
LIHTC Fees -- prepaid monitoring	\$44,000	\$1,000	\$1
Other: Commissioning		\$0	\$0
Relocation Costs	\$0	\$0	\$0
Other: Construction Management	\$20,000	\$455	\$0
Soft Cost Contingency (% of soft costs excl Dev Fee)	0.53%	\$10,000	\$227
Total Miscellaneous:		\$104,000	\$2,364

Acquisition			
Acquisition: Buildings		\$0	\$0
Acquisition: Land (99 year lease)	\$99	\$2	\$0
Acquisition: Legal		\$0	\$0
Other		\$0	\$0
Total Acquisition	\$99	\$2	\$0

Reserves and Developer Fee			
Operating Deficit Escrow	\$215,172	\$4,890	\$5
Prefunded Replacement Reserve	\$77,317	\$1,757	\$2
Taxes & Insurance Escrow	\$112,032	\$2,546	\$2
Developer Overhead	\$710,000	\$16,136	\$16
Developer Profit		\$0	\$0
Rent Up Reserve & Marketing	\$1,182	\$27	\$0
Other	\$0	\$0	\$0
Total Reserves and Developer Fee	\$1,115,703	\$25,357	\$24

Total Uses of Funds	\$10,483,388	\$238,259	\$236
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Developer Fee Analysis: Total Fees: \$710,000
(excluding reserves & developer fee) Percent TDC: 7.58%

Project Operating Pro Forma

Date	July 26, 2019
Project Name	83 Middle St
Project Address	
Developer/Sponsor	CHOM

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	3		0	50%	\$813	\$33		\$780	#DIV/0!	\$2,340	\$28,080
0 BR			0	60%				\$0	#DIV/0!	\$0	\$0
1 BR	15		0	50%	\$871	\$43		\$828	#DIV/0!	\$12,420	\$149,040
1 BR	26		0	60%	\$1,046	\$43		\$1,003	#DIV/0!	\$26,078	\$312,936
2 BR			0	50%				\$0	#DIV/0!	\$0	\$0
2 BR			0	60%				\$0	#DIV/0!	\$0	\$0
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	44		0							\$40,838	\$490,056

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$490,056	\$11,138	\$499,857	\$509,854	\$520,051	\$530,452	\$541,061	\$551,883	\$562,920	\$574,179	\$585,662
Vacancy Loss 5.0%	(\$24,503)	(\$557)	(\$24,993)	(\$25,493)	(\$26,003)	(\$26,523)	(\$27,053)	(\$27,594)	(\$28,146)	(\$28,709)	(\$29,283)
Other income (laundry)	\$2,500	\$57	\$2,550	\$2,601	\$2,653	\$2,706	\$2,760	\$2,815	\$2,872	\$2,929	\$2,988
Supportive Services Funding		\$0									
Effective Gross Income	\$468,053	\$10,638	\$477,414	\$486,963	\$496,702	\$506,636	\$516,769	\$527,104	\$537,646	\$548,399	\$559,367

Administrative											
Management Fee	\$28,083	\$638	\$28,925	\$29,793	\$30,687	\$31,608	\$32,556	\$33,533	\$34,539	\$35,575	\$36,642
Management Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting	\$8,360	\$190	\$8,611	\$8,869	\$9,135	\$9,409	\$9,692	\$9,982	\$10,282	\$10,590	\$10,908
Admin Other	\$52,800	\$1,200	\$54,384	\$56,016	\$57,696	\$59,427	\$61,210	\$63,046	\$64,937	\$66,885	\$68,892
Total Administrative	\$89,243	\$2,028	\$91,920	\$94,678	\$97,518	\$100,444	\$103,457	\$106,561	\$109,758	\$113,050	\$116,442

Supportive Services	\$12,760	\$290	\$13,143	\$13,537	\$13,537	\$13,943	\$13,943	\$14,361	\$14,361	\$14,792	\$14,792
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Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water / Sewer		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$63,800	\$1,450	\$65,714	\$67,685	\$69,716	\$71,807	\$73,962	\$76,181	\$78,466	\$80,820	\$83,245
Total Utilities	\$63,800	\$1,450	\$65,714	\$67,685	\$69,716	\$71,807	\$73,962	\$76,181	\$78,466	\$80,820	\$83,245

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Contracts		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$57,200	\$1,300	\$58,916	\$60,683	\$62,504	\$64,379	\$66,310	\$68,300	\$70,349	\$72,459	\$74,633
Total Maintenance	\$57,200	\$1,300	\$58,916	\$60,683	\$62,504	\$64,379	\$66,310	\$68,300	\$70,349	\$72,459	\$74,633

Taxes & Insurance											
Real Estate Taxes or PILOT	\$52,800	\$1,200	\$54,384	\$56,016	\$57,696	\$59,427	\$61,210	\$63,046	\$64,937	\$66,885	\$68,892
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$39,600	\$900	\$40,788	\$42,012	\$43,272	\$44,570	\$45,907	\$47,284	\$48,703	\$50,164	\$51,669
Other	\$4,400	\$100	\$4,532	\$4,668	\$4,808	\$4,952	\$5,101	\$5,254	\$5,411	\$5,574	\$5,741
Total Taxes & Insurance	\$96,800	\$2,200	\$99,704	\$102,695	\$105,776	\$108,949	\$112,218	\$115,584	\$119,052	\$122,623	\$126,302

Replacement Reserves	\$19,800	\$450	\$20,394	\$21,006	\$21,636	\$22,285	\$22,954	\$23,642	\$24,352	\$25,082	\$25,835
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$339,603	\$7,718	\$349,791	\$360,285	\$370,687	\$381,808	\$392,844	\$404,629	\$416,337	\$428,827	\$441,248
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Net Operating Income	\$128,450	\$2,919	\$127,623	\$126,678	\$126,015	\$124,828	\$123,925	\$122,475	\$121,309	\$119,572	\$118,119
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Debt Service											
First Lien	\$83,850	\$1,906	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Partnership Fees	\$7,000	\$159	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Total Debt Service (Must Pay)	\$90,850	\$2,065	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850

Cash Flow (after Must Pay Debt)	\$37,600	\$855	\$36,773	\$35,828	\$35,165	\$33,978	\$33,075	\$31,625	\$30,459	\$28,722	\$27,269
Debt Service Coverage Ratio	1.41		1.40	1.39	1.39	1.37	1.36	1.35	1.34	1.32	1.30

Cash Flow Debt Payments											
City of Portland	50.0%	\$18,800	\$427	\$18,387	\$17,914	\$17,582	\$16,989	\$16,537	\$15,812	\$15,229	\$14,361
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$18,800	\$427	\$18,387	\$17,914	\$17,582	\$16,989	\$16,537	\$15,812	\$15,229	\$14,361

Retained Cash Flow % 6%

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$597,376	\$609,323	\$621,510	\$633,940	\$646,618	\$659,551	\$672,742	\$686,197	\$699,921	\$713,919
<u>Vacancy Loss</u> 5.0%	(\$29,869)	(\$30,466)	(\$31,075)	(\$31,697)	(\$32,331)	(\$32,978)	(\$33,637)	(\$34,310)	(\$34,996)	(\$35,696)
Other income (laundry)	\$3,047	\$3,108	\$3,171	\$3,234	\$3,299	\$3,365	\$3,432	\$3,501	\$3,571	\$3,642
Supportive Services Funding										
Effective Gross Income	\$570,554	\$581,965	\$593,605	\$605,477	\$617,586	\$629,938	\$642,537	\$655,387	\$668,495	\$681,865

Administrative										
Advertising	\$37,741	\$38,873	\$40,040	\$41,241	\$42,478	\$43,752	\$45,065	\$46,417	\$47,809	\$49,244
Office Payroll & Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies, Phone, Misc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mngr or Super Rent Free Unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Audit & Accounting	\$11,235	\$11,572	\$11,919	\$12,277	\$12,645	\$13,025	\$13,415	\$13,818	\$14,232	\$14,659
Admin Other	\$70,959	\$73,088	\$75,280	\$77,539	\$79,865	\$82,261	\$84,728	\$87,270	\$89,888	\$92,585
Total Administrative	\$119,935	\$123,533	\$127,239	\$131,056	\$134,988	\$139,038	\$143,209	\$147,505	\$151,930	\$156,488

Supportive Services	\$15,236	\$15,693	\$16,164	\$16,649	\$17,148	\$17,663	\$18,193	\$18,738	\$19,301	\$19,880
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Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water / Sewer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$85,742	\$88,314	\$90,964	\$93,692	\$96,503	\$99,398	\$102,380	\$105,452	\$108,615	\$111,874
Total Utilities	\$85,742	\$88,314	\$90,964	\$93,692	\$96,503	\$99,398	\$102,380	\$105,452	\$108,615	\$111,874

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Elevator, HVAC, pool contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$76,872	\$79,178	\$81,554	\$84,000	\$86,520	\$89,116	\$91,789	\$94,543	\$97,379	\$100,301
Total Maintenance	\$76,872	\$79,178	\$81,554	\$84,000	\$86,520	\$89,116	\$91,789	\$94,543	\$97,379	\$100,301

Taxes & Insurance										
Real Estate Taxes or PILOT	\$70,959	\$73,088	\$75,280	\$77,539	\$79,865	\$82,261	\$84,728	\$87,270	\$89,888	\$92,585
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$53,219	\$54,816	\$56,460	\$58,154	\$59,899	\$61,696	\$63,546	\$65,453	\$67,416	\$69,439
Other	\$5,913	\$6,091	\$6,273	\$6,462	\$6,655	\$6,855	\$7,061	\$7,273	\$7,491	\$7,715
Total Taxes & Insurance	\$130,091	\$133,994	\$138,014	\$142,154	\$146,419	\$150,811	\$155,336	\$159,996	\$164,796	\$169,739

Replacement Reserves	\$26,610	\$27,408	\$28,230	\$29,077	\$29,949	\$30,848	\$31,773	\$32,726	\$33,708	\$34,719
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$454,486	\$468,120	\$482,164	\$496,629	\$511,528	\$526,874	\$542,680	\$558,960	\$575,729	\$593,001
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Net Operating Income	\$116,068	\$113,845	\$111,441	\$108,848	\$106,059	\$103,064	\$99,857	\$96,427	\$92,766	\$88,864
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Debt Service										
First Lien	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$90,850	\$90,850	\$90,850	\$90,850	\$90,850	\$83,850	\$83,850	\$83,850	\$83,850	\$83,850

Cash Flow (after Must Pay Debt)	\$25,218	\$22,995	\$20,591	\$17,998	\$15,209	\$19,214	\$16,007	\$12,577	\$8,916	\$5,014
Debt Service Coverage Ratio	1.28	1.25	1.23	1.20	1.17	1.23	1.19	1.15	1.11	1.06

Cash Flow Debt Payments										
DHCD	50.0%	\$12,609	\$11,497	\$10,295	\$8,999	\$7,604	\$9,607	\$8,003	\$6,289	\$4,458
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$12,609	\$11,497	\$10,295	\$8,999	\$7,604	\$9,607	\$8,003	\$6,289	\$4,458

Retained Cash Flow % 6%

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROPRIATING \$425,000 FROM THE HOUSING TRUST FUND
TO PORTLAND HOUSING DEVELOPMENT CORPORATION
FOR THE 47 BOYD STREET AFFORDABLE HOUSING PROJECT**

ORDERED, that the amount of \$425,000 in the Housing Trust funds is hereby appropriated to Portland Development Corporation for the 47 Boyd Street Affordable Housing Project; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute any and all documents necessary or convenient to carry out the intent of this order.

City of Portland
Affordable Housing Development Application

47 Boyd Street



Submitted by:



May 31, 2019

47 Boyd Street – Project Description

PROJECT SUMMARY

Portland Housing Development Corporation (PHDC) will rehabilitate 47 Boyd Street, an existing three-story multifamily building in the East Bayside neighborhood. The building is currently in fair-to-poor condition and all major systems are nearing the end of their useful life. The proposed scope of work will include, but is not limited to: reinforcing structural systems, upgrading mechanical systems, replacing the roof, reconfiguring the interior stairwell and circulation, adding three (3) new units, creating two (2) fully accessible units, creating an accessible route into a new side entrance, renovating unit interiors and finishes, remediating lead-based paint, and supplying three (3) off-street parking spaces at the building rear.

PHDC requests \$400,000 of funding at 0% from the City of Portland to support the 47 Boyd Street rehabilitation. On a per unit basis, this is greater than the suggested \$18,000 per door. Due to this project's small size, the project is unable to utilize the LIHTC program for equity. Therefore, greater subsidy is requested from the City to fund important, capital needs upgrades at 47 Boyd Street, including creating new accessible units, repairing existing envelope and structural issues, and renovating units up to like-new condition.

UNIT MIX

The building currently has nine (9) units, comprised of three (3) one-bedroom and six (6) two-bedroom units. Following renovation, the building will have 12 units, comprised of six (6) one-bedroom and six (6) two-bedroom units. All new units will be accommodated within the existing building dimensions. No changes to the building footprint or height will occur.

TENANTS SERVED

The property will serve a family/general population. Nine (9) units will be restricted to serve low-income households: eight (8) units will serve households earning at or below 50% of AMI and one (1) unit will serve households earning at or below 80% of AMI. The remaining three (3) units will be market-rate apartments. We anticipate that seven (7) units will benefit from project-based vouchers.

Two (2) units will be reconfigured to serve persons with a physical disability. These accessible units will be constructed to meet Section 504 of the Rehabilitation Act and ADA Accessibility Guidelines (ADAAG). One (1) unit will be designed with audio/visual communication features to serve residents who are hearing- and/or sight-impaired.

47 Boyd Street will serve homeless persons, in compliance with the City of Portland's 10% Homeless Set-Aside requirement, contingent upon a funding commitment. We anticipate future discussions with the City about implementation at 47 Boyd Street to satisfy the 10% Homeless Set-Aside requirements.

SPECIAL FEATURES

The project will include three (3) off-street parking spaces, two (2) fully accessible units, and one (1) unit with audio/visual communication features.

IMPACT ON NEIGHBORHOOD

Built in 1915, 47 Boyd Street is the only remaining structure along Boyd Street not demolished during Franklin Arterial construction and the Urban Renewal era. Rehabilitating 47 Boyd Street and restoring it to like-new condition represents a significant step in the process of restoring the historical neighborhood fabric that existed in East Bayside before Urban Renewal.

The subject property is located within an existing residential neighborhood with a mix of owner-occupied and rental housing. It is surrounded by numerous properties owned by Portland Housing or our affiliates, including Bayside Anchor, 58 Boyd Street, Kennedy Park, Bayside Terrace, and Bayside East. This project will also remediate the building's lead-based paint and improve its energy-efficiency. **The rehabilitation of 47 Boyd Street represents another Portland Housing project in East Bayside that will improve the neighborhood, its aesthetic and its stock of quality, affordable homes. The renovated units are designed to serve the needs of families, with a focus on accessibility, affordability, tenant health and community connectivity.**

RESPONSE TO SELECTION CRITERION AND PREFERENCE GUIDELINES

PROPOSED USE OF FUNDS TO ACHIEVE CITY OF PORTLAND'S GOALS & ADDRESS DEMONSTRATED NEEDS

- MARKET DEMAND – **High demand** exists for affordable one-bedroom and two-bedroom rental units on Portland's peninsula. This project will meet this high demand with nine (9) affordable and three (3) market-rate units.
- ZONING – **No zoning amendments or contract or conditional zone is required.**
- ECONOMIC DIVERSITY – **This mixed-income project will promote economic diversity in East Bayside.** 47 Boyd Street will create three (3) units of market-rate housing (25%) in a census tract where 35.8% of its residents live below the poverty line, according to the 2013-2017 American Community Survey. The project's market-rate rents are 5%-10% below rents shown in a recent East Bayside market study. This is to maintain affordable "workforce housing" in the neighborhood. The remaining nine (9) units will be affordable to households earning at or below 50% and 80% AMI.
- CITY SUBSIDY – The project requests \$400,000 of funding from the City of Portland. This is **more than \$10,000 per unit.** On a per unit basis for all 12 units, this request totals \$33,333 per unit. On a per unit basis for just the affordable units, this request totals \$44,444.

IMPACT ON SURROUNDING NEIGHBORHOOD, DESIGN COMPATIBILITY & ENVIRONMENTAL ISSUES

- SITE SELECTION – The project is **fully appropriate for use as multifamily residential.** It is surrounded by other low- and mid-rise residential multifamily properties in East Bayside.
- EXTERIOR DESIGN – The project's **design is fully consistent with the neighborhood design characteristics.** As the only Boyd Street structure remaining from before Urban Renewal and Franklin Arterial's construction, it's architecture, layout and articulated façade are consistent with the style and type of construction historically found in East Bayside and other residential peninsula neighborhoods.
- AMENITIES AND UNIT DESIGN – The project **includes these amenities: three (3) off-site parking spaces, two (2) fully accessible units and one (1) unit with audio/visual communication features. The property will be non-smoking. Customized resident services will also be available to 47 Boyd Street residents.** See attached Resident Service commitment in Tab #21.
- ENVIRONMENTAL – A Phase I Environmental Site Assessment completed by Credere Associates on 5/17/19 determined that **no environmental issues exist.**

FINANCIAL FEASIBILITY, INCLUDING COST, DEVELOPMENT BUDGET, OPERATING PRO FORMA & THE PROVISION OF SECURED & LEVERAGED FUNDS

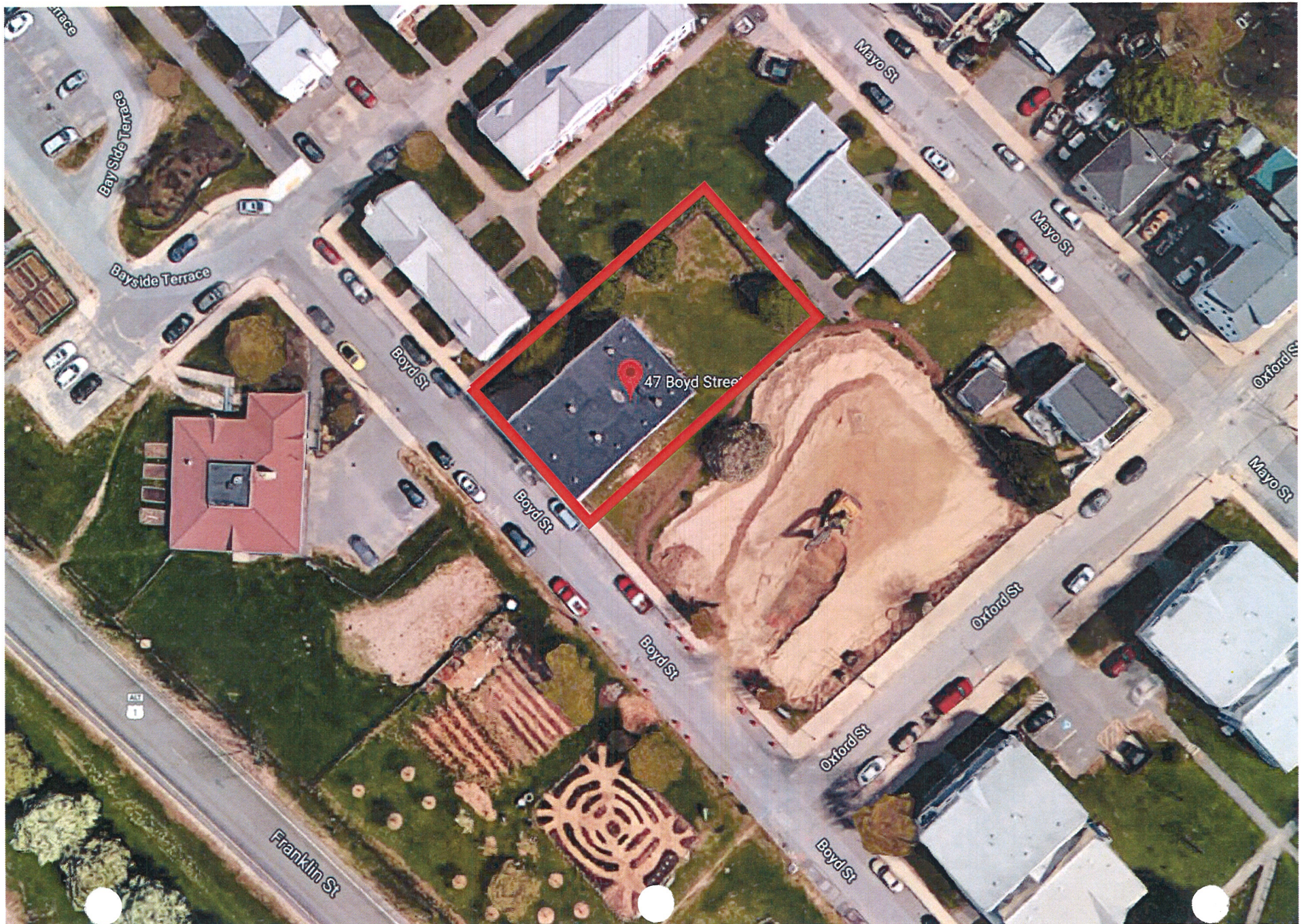
- DEVELOPMENT BUDGET & SOURCES AND USES – **Every development budget line item complies with applicable City of Portland guidelines. Project budget, sources and uses are reasonable and customary.**
- OPERATING PRO FORMA – **Every operating pro forma line item complies with applicable City of Portland guidelines. Operating expenses are reasonable and customary.**

APPLICANT'S ABILITY TO COMPLETE PROJECT, INCLUDING DEVELOPMENT TEAM EXPERIENCE, CAPACITY, PROJECT READINESS & TIMEFRAME FOR COMPLETION.

- READINESS TO PROCEED – The project is anticipated to begin construction in December 2019 and be completed in summer-2020. **This application includes a letter of interest from Bangor Savings Bank,** the proposed construction/permanent loan lender, in Tab #20. **All project sources are projected at terms and conditions consistent with PHDC's experience.**
- TRACK RECORD OF DEVELOPMENT TEAM – **Every development member has a successful track record with this type of project.** PHDC (developer), CWS Architects (architect), Carroll & Associates (landscape architect) and Ransom Consulting (civil engineer) have extensive experience with multifamily renovation projects in Portland.
- CURRENT CAPACITY OF DEVELOPMENT TEAM – **All development team members have exceptional depth of human and financial resources to complete this project.** PHDC extensively vets all partners to ensure appropriate staff availability, technical expertise and financial capacity. PHDC selects all development team members through a competitive RFQ or RFP procurement process.

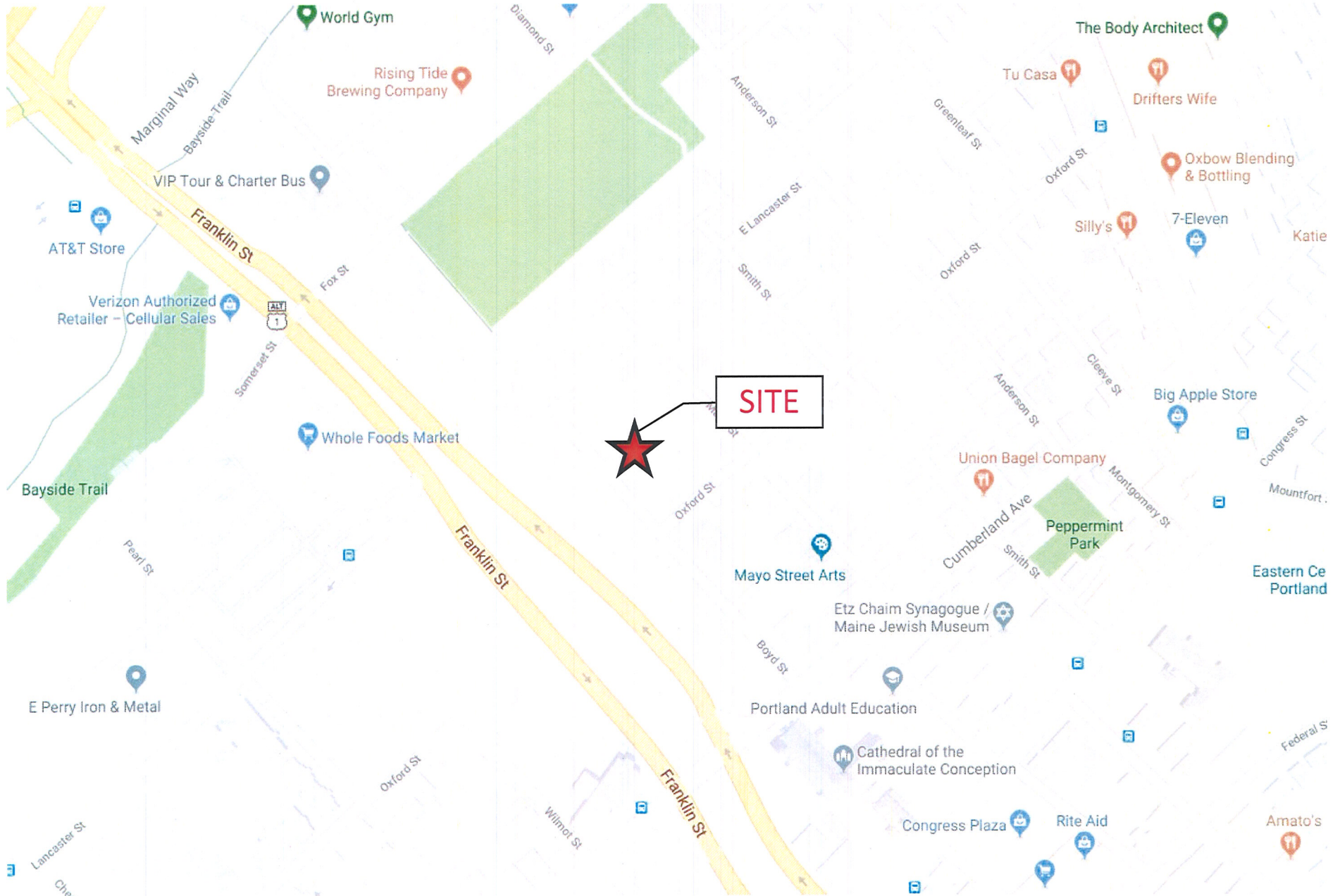
47 Boyd Street

47 Boyd Street, Portland, ME 04101



47 Boyd Street

47 Boyd Street, Portland, ME 04101



47 Boyd Street

47 Boyd Street, Portland, ME 04101



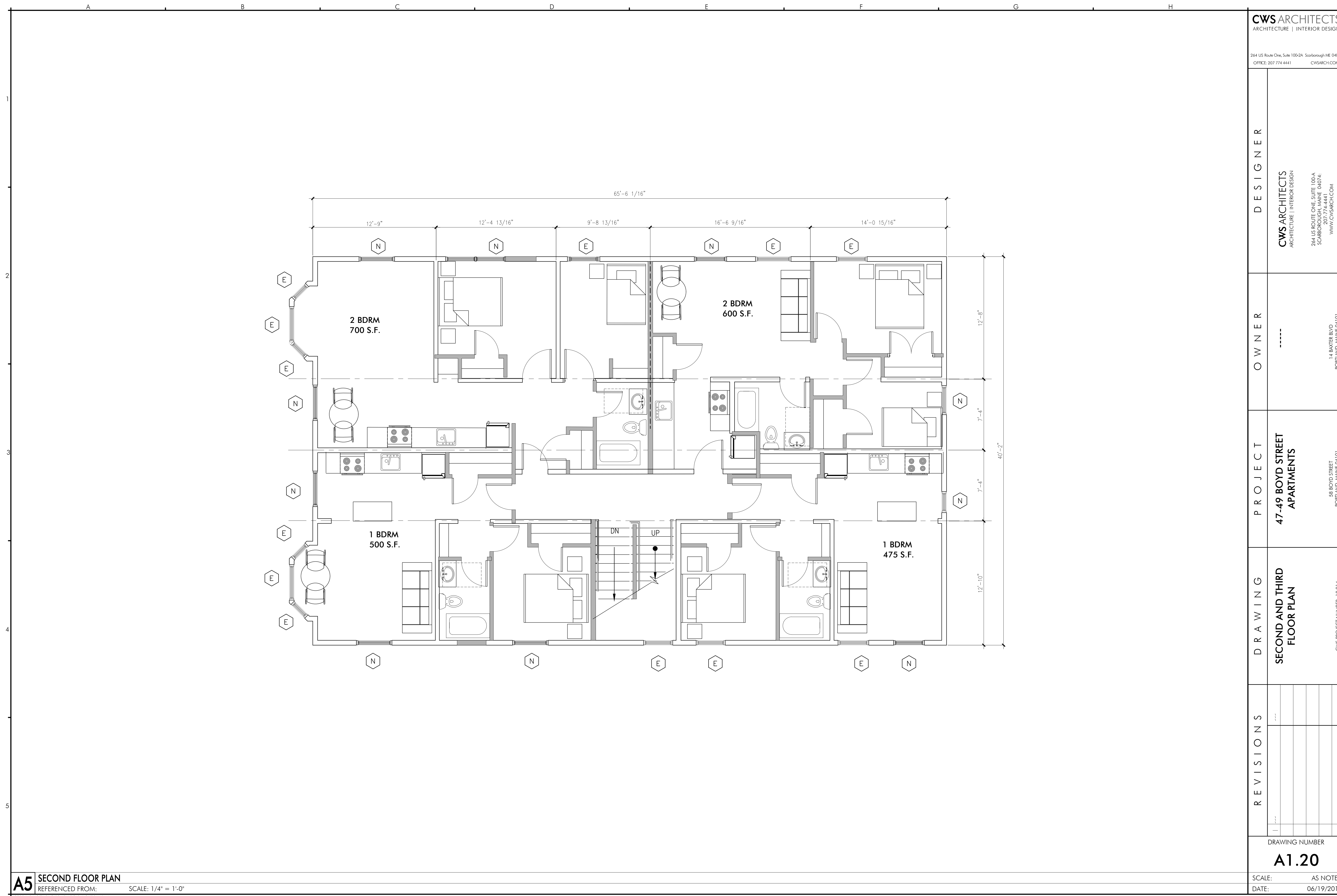


REVISIONS

[illegible]

A1.10

SCALE:	AS NOTED
DATE:	06/19/2019



D E S I G N E R

CWS ARCHITECTS
ARCHITECTURE | INTERIOR DESIGN
264 US ROUTE ONE, SUITE 100-2A
SCARBOROUGH, MAINE 04074
207.774.4441
WWW.CWSARCH.COM

O W N E R

14 BAXTER BLVD
PORTLAND, MAINE 04101

P R O J E C T

47-49 BOYD STREET
APARTMENTS

58 BOYD STREET
PORTLAND, MAINE 04101

D R A W I N G

SECOND AND THIRD
FLOOR PLAN

CWS PROJECT NUMBER: 18.014

R E V I S I O N S

1	----				

DRAWING NUMBER

A1.20

SCALE: AS NOTED
DATE: 06/19/2019

PROJECT: 47 Boyd Street
LOCATION: Portland, ME

Date: 05/30/19

7/29/2019 6:07 PM

DEVELOPMENT ASSUMPTIONS					
Total Units	12	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 30% AMI	0.0%	0	Rent	2.00%	2.00%
# @ 50% AMI (Low HOME)	58.3%	7	Operating Expense	3.00%	3.00%
# @ 50% AMI (LIHTC)	0.0%	0	Other Income	2.00%	2.00%
# @ 60% AMI (High HOME)	0.0%	0	Vacancy	5.0%	
# @ 60% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15	
# @ Market	25.0%	3	100% AMI (Family of 4)	93,000	
Appraised Market Value	976,938	Market Value/Unit	\$81,411		

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	0	0	0	0
Construction	1,075,000	89,583	0	1,075,000
Demolition	0	0	0	0
General Conditions	165,490	13,791	0	165,490
Builder Profit	54,000	4,500	0	54,000
Bond Premium	8,600	717	0	8,600
Construction Contingency	12.3% 160,000	13,333	0	160,000
Subtotal Construction Costs	1,463,090	121,924	0	1,463,090
Building Permits and Impact Fees	63,664	5,305	0	63,664
Survey & Engineering	12,250	1,021	0	12,250
Architectural & Design	95,000	7,917	0	95,000
Legal	30,000	2,500	0	30,000
Title, Recording, Transfer	5,300	442	0	5,300
Accounting	0	0	0	0
Construction Period Tax	8,000	667	0	8,000
Construction Period Insurance	7,500	625	0	7,500
FF&E and Security	9,500	792	0	9,500
Soft Cost Contingency	18,000	1,500	0	18,000
Subtotal Soft Costs	249,214	20,768	0	249,214
Construction Loan Origination Fee	0	0	0	0
Construction Loan Interest	0	0	0	0
Construction Loan Interest - Other	50,000	4,167	0	50,000
Lender Inspection Fees	3,000	250	0	3,000
Letter of Credit Fee	0	0	0	0
MSHA Commitment Fee	0	0	0	0
CL Legal	0	0	0	0
Subtotal Finance Costs	53,000	4,417	0	53,000
Market Survey	0	0	0	0
Appraisal	2,500	208	0	2,500
Environmental Study	17,000	1,417	0	17,000
LIHTC Fees	0	0	0	0
Commissioning / Remediation	0	0	0	0
Relocation	0	0	0	0
Subtotal Miscellaneous	19,500	1,625	0	19,500
Acquisition: Buildings	297,684	24,807	0	297,684
Acquisition: Land	0	0	0	0
Acquisition: Carrying Costs	0	0	0	0
Subtotal Acquisition	297,684	24,807	0	297,684
Operating Deficit Reserve	52,000	4,333	0	52,000
Replacement Reserve	0	0	0	0
Tax & Insurance Reserve	0	0	0	0
Working Capital	0	0	0	0
GP Contribution	0	0	0	0
Developer Overhead	25,000	2,083	0	25,000
Developer Profit	20,000	1,667	0	20,000
Rent Up & Marketing	1,500	125	0	1,500
Subtotal Fee and Reserves	98,500	8,208	0	98,500
Total Development Costs	2,180,988	181,749	0	2,180,988

LIHTC Alloc.	0
Equity yield	0.00
Synd. %	0.00%
Equity Raise	0

Historic Credit FED	0
Equity yield	0.00
Synd. %	0.00%
Equity Raise	0

Historic Credit STATE	0
Equity yield	0.00
Synd. %	0.00%
Equity Raise	0

Total Equity:	0
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Residential Rentable Sq Ft	7
Residential Gross Sq Ft	0
Commercial Gross Sq Ft	0
Total Gross Sq Ft	0
Construction Cost/Sq Ft	0.00

SOURCES & USES	
Sources	
MH Subsidy	0
MH Interest-Only Loan	0
Bangor Savings Perm Loan	1,130,446
NHTF	0
City of Portland HTF	425,000
City of Portland Other	0
AHP Loan	0
AHP Subsidy	650,000
Sponsor Loan	0
Deferred Developer Fee	0
Sellers Note	0
Interim Income	0
LIHTC Syndication	0
Historic Credit FED	0
Historic Credit STATE	0
Existing Reserves	40,830
Total	2,246,276
Uses	
Construction	1,463,090
Soft Costs	249,214
Finance Costs	53,000
Miscellaneous	19,500
Acquisition	297,684
Reserves	53,500
Developer Fee	45,000
Total	2,180,988

Changes to this pro forma version

FLOW OF FUNDS									
SOURCES	During Construction					Post-Construction			Total
	CLC 12/15/2019	25% 2/1/20	50% 4/1/20	75% 5/15/20	100% 7/1/20	PLC 9/1/20	8609 4/1/21	Stabilized 2022	
Beginning Cash (Gap)	-	-	-	268,652	-	-	65,288	65,288	-
LIHTC Capital Contribution	-	-	-	-	-	-	-	-	-
Construction Loan	145,665	381,348	-	112,697	381,348	-	-	-	1,021,058
GP Bridge Loan	-	-	-	-	-	-	-	-	-
MH Subsidy	-	-	-	-	-	-	-	-	-
MH Interest-Only Loan	-	-	-	-	-	-	-	-	-
Bangor Savings Perm Loan	-	-	-	-	-	1,130,446	-	-	1,130,446
NHTF	-	-	-	-	-	-	-	-	-
City of Portland HTF	382,500	-	-	-	-	42,500	-	-	425,000
City of Portland Other	-	-	-	-	-	-	-	-	-
AHP Loan	-	-	-	-	-	-	-	-	-
AHP Subsidy	-	-	650,000	-	-	-	-	-	650,000
Sponsor Loan	-	-	-	-	-	-	-	-	-
Deferred Developer Fee	-	-	-	-	-	-	-	-	-
Sellers Note	-	-	-	-	-	-	-	-	-
Interim Income	-	-	-	-	-	-	-	-	-
Existing Reserves	40,830	-	-	-	-	-	-	-	40,830
Total Sources	568,995	381,348	650,000	381,348	381,348	1,172,946	65,288	65,288	3,267,334
USES									
Acquisition	297,684	-	-	-	-	-	-	-	297,684
Construction	-	365,773	365,773	365,773	365,773	-	-	-	1,463,090
Soft Costs	186,911	15,576	15,576	15,576	15,576	-	-	-	249,214
Financing Costs	42,400	-	-	-	-	10,600	-	-	53,000
Miscellaneous	19,500	-	-	-	-	-	-	-	19,500
Developer Fe	22,500	-	-	-	-	22,500	-	-	45,000
Reserves	-	-	-	-	-	53,500	-	-	53,500
Development Costs	568,995	381,348	381,348	381,348	381,348	86,600	-	-	2,180,988
Repay GP Bridge Loan	-	-	-	-	-	-	-	-	-
Repay Construction Loan	-	-	-	-	-	1,021,058	-	-	1,021,058
Other Syndication Costs	-	-	-	-	-	-	-	-	-
Other Costs	-	-	-	-	-	1,021,058	-	-	1,021,058
Total Uses of Funds	568,995	381,348	381,348	381,348	381,348	1,107,658	-	-	3,202,046
Ending Cash (Gap)	-	-	268,652	-	-	65,288	65,288	65,288	65,288

CAPITAL CONTRIBUTION PAY-IN		
	% Pay-In	\$ Pay-In
1 - CLC	0.00%	0
2 - 25% Completion	0.00%	0
3 - 50% Completion	0.00%	0
4 - 75% Completion	0.00%	0
5 - 100% Completion	0.00%	0
6 - PLC	0.00%	0
7 - 8609	0.00%	0
8 - Stabilized	0.00%	0
TOTAL	0.00%	0

DEVELOPER FEE PAY-IN		
	% Pay-In	\$ Pay-In
1 - CLC	50.00%	22,500
2 - 25% Completion	0.00%	0
3 - 50% Completion	0.00%	0
4 - 75% Completion	0.00%	0
5 - 100% Completion	0.00%	0
6 - PLC	50.00%	22,500
7 - 8609	0.00%	0
8 - Stabilized	0.00%	0
TOTAL	100.00%	45,000

COLLATERAL COVERAGE		
	Total	Per Unit
Projected Mortgage	0	0
Appraised Market Value	976,938	81,411
Loan to Value Ratio	0%	
Market Rent Differential	-7,464	(52)
Subsidy per Low Income Unit	9,096	0

TDC COST INDEX CAP		
	TDC Per Unit w/o Index Cap	TDC Per Unit w/ Index Cap
TDC Cost Index Cap	181,749	166,603
MH Max Cost Index Cap		150,000

PROJECT FINANCING											
#	Source		Rate	Term	Amort.	Lien	Loan Type	Repm.	Annual D/S		
									Yr 1-5	Yr 6-15	Yr 16-30
Source 1:	MH Subsidy	0							-	-	
Source 2:	MH Interest-Only Loan	0							-	-	
Source 3:	Bangor Savings Perm Loan	1,130,446	2.75%	20	20	1st	Amortizing	Must-Pay	73,547	73,547	73,547
Source 4:	NHTF	0							-	-	
Source 5:	City of Portland HTF	425,000	0.00%	30	0	2nd	No Interest	CF Contingent	-	-	
Source 6:	City of Portland Other	0							-	-	
Source 7:	AHP Loan	0							-	-	
Source 8:	AHP Subsidy	650,000	0.00%	30	0	4th	No Interest	CF Contingent	-	-	
Source 9:	Sponsor Loan	0							-	-	
Source 10:	Deferred Developer Fee	0							-	-	
Source 11:	Sellers Note	0							-	-	
Source 12:	Interim Income	0							-	-	
Equity:	LIHTC Syndication	0									
Equity:	Historic Credit FED	0									
Equity:	Historic Credit STATE	0									
Equity:	Existing Reserves	40,830									
Total Sources		2,246,276					Total Must Pay D/S		73,547	73,547	73,547
Total Uses		2,180,988					Total CF Contingent D/S		0	0	0
Capitalization Gap (Surplus)		(65,288)									

DEBT SERVICE COVERAGE RATIO	
DSCR Year 1	1.16
DSCR Year 5	1.22
DSCR Year 15	1.32

RENT SCHEDULE										
Type	AMI	PBV Unit (Y/N)	# of Units	# of Accessible Units	Maximum Program Gross Rents	Less Utility Allow.	Maximum Contract Rent	Contract Rent from Applicants	Market Rent	Total Annual Rent
0 BR	30% LIHTC/NHTF 50% Restricted 50% LIHTC 60% Restricted 60% LIHTC Market									
0										
1 BR	30% LIHTC/NHTF 50% Restricted 50% Restricted 50% LIHTC 60% Restricted 60% LIHTC 80% Restricted Market	Yes N N N	3 1 1 2	1 0 0 0	872 872 1,275 1,275	34 34 34 0	838 838 1,241 1,275	838 838 1,241 1,275	1,280 1,280 1,280 1,280	30,168 10,056 14,892 30,600
7										
2 BR	30% LIHTC/NHTF 50% Restricted 50% LIHTC 60% Restricted 60% LIHTC 80% Restricted Market	Yes N	4 1	1 0	1,046 1,525	42 0	1,004 1,525	1,004 1,525	1,530 1,530	48,192 18,300
5										
3 BR	30% LIHTC/NHTF 50% Restricted 50% LIHTC 60% Restricted 60% LIHTC Market									
0										
Total Units	12		Annual Gross Rental Revenue							152,208
Total Affordable	9		Vacancy Rate: 5.0%							(9,096)
Total Market	3		Other Income: PBV Rental Differential (7 units)							28,992
Total Bedrooms	17		Other Income: Laundry							720
Total Accessible	2		Other Income:							0
Effective Gross Income										172,824

RENTS AND UTILITY ALLOWANCES			
BR Size	Utility Allowance	Market Study Rents	Sect.18 Rents
0 BR	0	1,070	1,087
1 BR	34	1,280	1,178
2 BR	42	1,530	1,525
3 BR	0	1,810	1,920
4 BR	0		2,307
5 BR	0		2,653
6 BR	0		2,857

AFFORDABLE MORTGAGE CALCULATION	
Effective Gross Income	172,824
Annual Opex + Reserves	87,205
Stabilized NOI	85,619
DSC	1.15
\$ Avail for D/S	74,451
Must Pay D/S	73,547
Balance	905
Affordable Mortgage	0.00% #DIV/0!

BREAKEVEN ANALYSIS	
Operating Expense	87,205
Debt Service	73,547
Breakeven Rent	1,116
Gross Revenues	181,200
Breakeven Occupancy	89%

OPERATING EXPENSES				
Expense	Residential Opex	Residential PUPA	Commercial Opex	Total Bldg Opex
<u>Administrative Expenses</u>				
Management Fees	10,700	892	0	10,700
Management Charges	10,700	892	0	10,700
Marketing Expenses	500	42	0	500
Legal Expenses	50	4	0	50
Auditing Expenses	500	42	0	500
Total Administrative Expenses	23,300	1,942	0	23,300
<u>Utility Expenses</u>				
Heating Fuel	8,500	708	0	8,500
Electricity	1,500	125	0	1,500
Water and Sewer	7,200	600	0	7,200
Other Utility Expenses	0	0	0	0
Total Utility Expenses	17,200	1,433	0	17,200
<u>Maintenance Expenses</u>				
Janitorial Payroll	0	0	0	0
Janitorial Supplies and Equipment	1,250	104	0	1,250
Janitorial Contractual Services	0	0	0	0
Recycle/Trash/Compost	2,800	233	0	2,800
Vehicle and Equipment Expenses	0	0	0	0
Grounds Maintenance Payroll	0	0	0	0
Grounds Tools and Supplies	0	0	0	0
Grounds Contractual Services	3,000	250	0	3,000
Miscellaneous Ground Maintenance	0	0	0	0
Building Maintenance Payroll	10,500	708	0	10,500
Building Tools and Supplies	6,500	542	0	6,500
Building Contractual Services	1,500	125	0	1,500
Building Systems Maintenance	2,500	208	0	2,500
Miscellaneous Building Maintenance	1,500	125	0	1,500
Tenant Damage Charges	0	0	0	0
Total Maintenance Expenses	27,550	2,296	0	27,550
<u>General Expenses</u>				
Property Taxes	0	0	0	0
Insurance	7,600	633	0	7,600
Stormwater Runoff Fee	400	33	0	400
Fire Alarm Fee	225	19	0	225
Total General Expenses	13,755	713	0	13,755
Total Housing Expenses	81,805	6,817	0	81,805
<u>Commercial Expenses</u>				
Administrative Expenses	0	0	0	0
Operating Expenses	0	0	0	0
Maintenance Expenses	0	0	0	0
General Expenses	0	0	0	0
Total Commercial Expenses	0	0	0	0
Total Budgeted Expenses	81,805	6,817	0	81,805
Replacement Reserves	5,400	450	0	5,400
Total Opex + Reserves	87,205	7,267	0	87,205

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT													
	Year: Months: Date:	PLC 3 9/1/2020	Yr 0 3 2020	Yr 1 15 2021	Yr 2 27 2022	Yr 3 39 2023	Yr 4 51 2024	Yr 5 63 2025	Yr 6 75 2026	Yr 7 87 2027	Yr 8 99 2028	Yr 9 111 2029	Yr 10 123 2030
Effective Gross Income			43,206	176,280	179,806	183,402	187,070	190,812	194,628	198,520	202,491	206,541	210,671
Less Operating Expense			21,801	89,821	92,516	95,291	98,150	101,094	104,127	107,251	110,469	113,783	117,196
Net Operating Income			21,405	86,459	87,290	88,111	88,920	89,717	90,501	91,269	92,022	92,758	93,475
Less RLP Repay			0	0	0	0	0	0	0	0	0	0	0
Less Other Repay			18,387	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547
Cash Flow			3,018	12,913	13,744	14,564	15,373	16,170	16,954	17,723	18,475	19,211	19,928
Cash Flow per Unit			0	1,076	1,145	1,214	1,281	1,348	1,413	1,477	1,540	1,601	1,661
Debt Coverage Ratio(RLP)			1.16	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27
MH Subsidy			0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan			0	0	0	0	0	0	0	0	0	0	0
Principal Balance(RLP)			0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Balance			54,600	57,330	60,197	63,206	66,367	69,685	73,169	76,828	80,669	84,703	88,938

	Yr 11 135 2031	Yr 12 147 2032	Yr 13 159 2033	Yr 14 171 2034	Yr 15 183 2035	Yr 16 195 2036	Yr 17 207 2037	Yr 18 219 2038	Yr 19 231 2039	Yr 20 243 2040
Effective Gross Income	214,885	219,183	223,566	228,038	232,598	237,250	241,995	246,835	251,772	256,807
Less Operating Expense	120,712	124,333	128,063	131,905	135,863	139,938	144,137	148,461	152,914	157,502
Net Operating Income	94,173	94,849	95,503	96,132	96,736	97,312	97,859	98,375	98,857	99,305
Less RLP Repay	0	0	0	0	0	0	0	0	0	0
Less Other Repay	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547	73,547
Cash Flow	20,626	21,302	21,956	22,585	23,189	23,765	24,312	24,828	25,311	25,759
Cash Flow per Unit	1,719	1,775	1,830	1,882	1,932	1,980	2,026	2,069	2,109	2,147
Debt Coverage Ratio(RLP)	1.28	1.29	1.30	1.31	1.32	1.32	1.33	1.34	1.34	1.35
MH Subsidy	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan	0	0	0	0	0	0	0	0	0	0
Principal Balance(RLP)	0	0	0	0	0	0	0	0	0	0
Operating Reserve Balance	93,385	98,054	102,956	108,104	113,509	119,185	125,144	131,401	137,971	144,870

DRAFT

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 47 Boyd Street, Portland Housing Authority
Date: 7/24/19

Portland Housing Authority proposes a gut renovation of 47 Boyd Street – a 9 unit occupied property owned by PHA, which will be converted into a 12 unit project, plus a laundry room.

Sources and Uses

Sources:		Uses:	
Bangor Savings	\$1,130,446	Construction	\$1,528,378
City of Portland	\$425,000	Soft Costs:	\$321,714
AHP Subsidy	<u>\$650,000</u>	Acq. Loan Refinance:	\$297,684
		Reserves:	\$53,500
		Developer Fee:	<u>\$45,000</u>
Total Sources:	\$2,246,276	Total Uses:	\$2,246,276

Bangor Savings has issued a draft term sheet for a construction loan to convert to permanent financing, contingent upon a successful application for AHP funding and other (public) subsidy funds. PHDC has a history of successful AHP applications, having received \$7.75 million for the 58 Boyd and Front Street developments.

For analysis of “Uses,” see Development Budget.

Development Budget

Overall, this development budget is modest, with Total Development Cost per unit of \$187,190. There are several factors which make this modest development cost possible:

- Acquisition price: The project is only refinancing the outstanding balance on the 2013 acquisition loan. The savings from acquiring in 2013 (vs. 2019 higher overall real estate prices) is passed on in lower cost per unit. Also, a significant amount of the original debt has been retired through amortization during the period of operations.
- PHDC up front investment: PHDC has invested significantly in this property, including over \$78,000 at acquisition, and \$26,000 in windows and door replacements which will be retained in the renovation. This is a PHDC investment of \$104,000 which is value added to the project and is not being recouped in the development process.
- PHDC developer fee: PHDC is requesting a very modest developer fee of \$45,000, which is only 2.3% of TDC.
- Holding Costs: PHDC has experienced operating losses as a result of holding units open before renovation. The accumulated holding costs during the predevelopment period are not being recouped in this development budget.
- No LIHTC: PHDC is not pursuing LIHTC as a source for this project. Part of the lower cost/unit reflects the significant savings from avoiding the expense associated with LIHTC development.

Construction Costs:

Construction costs are based on an Opinion of Probable Cost from CWS Architects dated 5/29/19, plus an upward adjustment of \$20,000. This is just under \$90,000 per unit in construction hard costs and is based on a draft scope of work broken down by trades (preferable to a simple square foot estimate). The work will be a gut rehab, with all sheet rock and wall board removed, significant interior reconfiguration to increase the number of units, efficiency of unit layout, and add a laundry room. Other major costs include new HVAC, insulation, exterior siding, roof, windows (where windows have not already been replaced), all new kitchen appliances, new plumbing fixtures, new electrical wiring and fixtures, new basement flooring with radon mitigation system, a repaved and reconfigured parking, and a new ADA compliant entry way. Contractor Profit, Overhead, and General Requirements is excessive at 26% of construction hard costs – 14% is a reasonable baseline for this cost.

A formal capital needs assessment, justifying replacement reserve contributions over 20 years, has not been completed. Because this is a gut renovation, a capital needs assessment is unlikely to be any more beneficial on this project than it would be for a new construction, as each major system would be rated with a “new” lifespan.

Soft Costs:

Total soft costs are reasonable at \$59,825 per unit, including developer fee. The cost savings from a non-LIHTC financing strategy are part of what makes this possible.

Relocation has NOT yet been budgeted for this project, and will be required. While costs vary by relocation implementation plan, a \$3,000 per unit estimate is in the right ballpark (and is consistent with PHDC’s relocation budget for Washington Gardens). There are currently 5 units occupied, so expect relocation expense to be in the range of \$15,000, maybe up to \$20,000 since there will be little economy of scale in relocating so few households.

Contingency:

The hard cost contingency is 11.7% of total hard costs, which should be adequate given the renovation is anticipated to be a gut rehab of the property. Gut rehab reduces the risk of costly surprises in the renovation process.

The soft cost total includes a soft cost contingency of 3.36%, too slender for a budget at this stage of development. However, this risk is mitigated by PHDC’s commitment to the success of the project and available resources to cover unexpected costs, as evidenced by their coverage of operating losses during the holding period of close to \$38,000.

Acquisition:

The acquisition value listed in the uses of \$297,684 is ONLY the amount needed to refinance the existing first mortgage. It does not reflect the purchase price of \$470,000 in 2013, nor the current market value. The current real estate tax assessment is \$564,700. (An appraisal will be required prior to closing, but there is every reason to believe there is plenty of value here.)

Operating Budget & 20 Year Cashflow Projection

Project Income:

There will be a total of 12 units in this mixed income development. Three units will be market rate, and one will be restricted to a household below 80% of AMI. The remaining 8 units will be affordable to residents at 50% AMI, seven of which are expected to be further subsidized with project-based vouchers.

Operating Expense

The PHA has responded to City concerns about high budgeted operating expense with a dramatic reduction in projected operating cost per unit – from \$8,008 to \$7,267. Reducing this per unit expenditure allows the project to carry additional conventional debt and has reduced the level of capital subsidy needed from the City. This per unit cost is still on the high side of reasonable -- \$7,267, in a budget which is not covering any real estate taxes. (For comparison purposes, the operating cost per unit for Washington Gardens, a 100 unit PHA project, was budgeted at \$7,010, which included some payment on real estate taxes.) Administrative costs in particular have been significantly reduced, from \$2,511 per unit to \$1,942. Cost drivers in this budget are insurance of \$633 per unit and maintenance of \$2,296. Small properties DO typically cost somewhat more to operate on a per unit basis due to inefficient scale for management and maintenance access.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

PHCD's cashflow projections show a 1.16 debt service coverage ratio in the first full year of operations, which grows steadily over 20 years to 1.34.

Developer Financials

Portland Housing Authority has submitted audits for FY2015, 2016, 2017 and 2018. Their fiscal year ends 6/30. Their audit as of 6/30/18 showed strong and improving financial health, with current assets of \$15.2 million and current liabilities of \$1.8 million, resulting in a very strong current ratio of 8.4. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.9. In 2018, they increased their Net Position by \$1,095,622, comparable to the total growth in 2017. Total Net Worth is now over \$21.6 million. Overall, this organization has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected setbacks and or cost over-runs to keep the development process moving forward. Their financial strength as an organization (and their demonstrated commitment to use their resources to further this project) mitigates the risk of the thin soft cost contingency.

Recommendations

This is a solid development by a developer with the skills and motivation to make the project succeed.

I recommend a loan in the amount of no more than \$425,000, zero percent interest, payment deferred for 30 years, with the following conditions prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.
2. Satisfactory review of relocation budget.

Development Budget with Permanent Sources

Date 7/26/2019
 Project Name 47 Boyd
 Project Address 47 Boyd
 Developer/Sponsor PHDC

Total Units 12
 Total Square Feet 7,600 estimate from tax records

Revised Application (AHP ap)

<u>Sources of Funds</u>	
Permanent Financing - 1st Lien Bangor Savings	
Permanent Financing - City of Portland HOME or Housing Trust Fund	
City of Portland Lead Safe Housing	
Deferred development fee	
AHP Subsidy (to be applied for in July)	
Other -- PHA Existing Reserve	
Total Sources of Funds	

<u>Total</u>	<u>Per Unit</u>
\$1,130,446	\$94,204
\$425,000	\$35,417
	\$0
	\$0
\$650,000	\$54,167
\$40,830	\$3,403
\$2,246,276	\$187,190

Uses of Funds

<u>Hard Costs</u>	
Site Improvements	
Rehabilitation	
New Construction	
Contractor's Profit, Overhead, & Gen. Requirements	10.5%
Hazardous Materials abatement (if contracted separately)	
Demolition Cost (if contracted separately)	
Bond Premium	
Other	
Hard Cost Contingency (% of hard costs)	11.9%
Total Hard Costs	

	\$0
\$1,075,000	\$89,583
	\$0
\$284,778	\$23,732
	\$0
	\$0
\$8,600	\$717
	\$0
\$160,000	\$13,333
\$1,528,378	\$127,365

<u>Soft Costs</u>	
Building Permit & Fees	
Survey & Engineering	
Design & Permitting (% of const exp)	6.5%
Borrower Legal (all closings, excluding syndication legal)	
Title & Recording	
Accounting	
Construction Period Taxes	
Construction Period Insurance	
Other: FF&E, Security	
Other	
Total Soft Costs	

\$63,664	\$5,305
\$12,250	\$1,021
\$95,000	\$7,917
\$30,000	\$2,500
\$5,300	\$442
\$0	\$0
\$8,000	\$667
\$7,500	\$625
\$9,500	\$792
	\$0
\$231,214	\$19,268

Financing Costs

Construction Loan Origination Fees
Construction Period Interest
Lender Inspection Fees
Letter of Credit Fee
Permanent Loan Fee
Construction Lender Legal
Other
Total Financing Costs

	\$0
\$50,000	\$4,167
\$3,000	\$250
	\$0
	\$0
	\$0
	\$0
	\$0
\$53,000	\$4,417

Miscellaneous

Market Survey
Appraisal
Environmental Study
LIHTC Fees -- prepaid monitoring
Other: Commissioning
Relocation Costs
Other
Soft Cost Contingency (% of soft costs excl Dev Fee)

Total Miscellaneous:

	\$0
\$2,500	\$208
\$17,000	\$1,417
	\$0
	\$0
	\$0
	\$0
\$18,000	\$1,500
\$37,500	\$3,125

Acquisition

Acquisition: Buildings
Acquisition: Land
Acquisition: Legal
Other
Total Acquisition

\$297,684	\$24,807
	\$0
	\$0
	\$0
\$297,684	\$24,807

Reserves and Developer Fee

Operating Deficit Escrow
Prefunded Replacement Reserve
Taxes & Insurance Escrow
Developer Overhead
Developer Profit
Rent Up Reserve & Marketing
Other
Total Reserves and Developer Fee

\$52,000	\$4,333
	\$0
	\$0
\$25,000	\$2,083
\$20,000	\$1,667
\$1,500	\$125
	\$0
\$98,500	\$8,208

Total Uses of Funds

\$2,246,276	\$187,190
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Developer Fee Analysis:
(excluding reserves & developer fee)

Total Fees: \$45,000
Percent of TDC: 2.10%

Project Operating Pro Forma

AHP application budget

Date July 26, 2019

Project Name	47 Boyd
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Project Address	<u>47 Boyd</u>
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Developer/Sponsor	Portland PHA
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Rental Income

[illegible]

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$152,208	\$12,684	\$155,252	\$158,357	\$161,524	\$164,755	\$168,050	\$171,411	#####	#####	#####
Vacancy Loss 5.0%	(\$9,096)	(\$758)	(\$9,278)	(\$9,463)	(\$9,653)	(\$9,846)	(\$10,043)	(\$10,244)	(\$10,448)	(\$10,657)	(\$10,871)
Other income (PBV Rental Differ	\$28,992	\$2,416	\$29,572	\$30,163	\$30,767	\$31,382	\$32,010	\$32,650	\$33,303	\$33,969	\$34,648
Laundry	\$720	\$60	\$734	\$749	\$764	\$779	\$795	\$811	\$827	\$844	\$860
Effective Gross Income	\$172,824	\$14,402	\$176,280	\$179,806	\$183,402	\$187,070	\$190,812	\$194,628	#####	#####	#####

Administrative											
Management Fee	\$10,700	\$892	\$11,021	\$11,352	\$11,692	\$12,043	\$12,404	\$12,776	\$13,160	\$13,554	\$13,961
Management Charges	\$10,700	\$892	\$11,021	\$11,352	\$11,692	\$12,043	\$12,404	\$12,776	\$13,160	\$13,554	\$13,961
Marketing Expense	\$500	\$42	\$515	\$530	\$546	\$563	\$580	\$597	\$615	\$633	\$652
Legal	\$50	\$4	\$52	\$53	\$55	\$56	\$58	\$60	\$61	\$63	\$65
Audit & Accounting	\$500	\$42	\$515	\$530	\$546	\$563	\$580	\$597	\$615	\$633	\$652
Admin Other	\$850	\$71	\$876	\$902	\$929	\$957	\$985	\$1,015	\$1,045	\$1,077	\$1,109
Total Administrative	\$23,300	\$1,942	\$23,999	\$24,719	\$25,461	\$26,224	\$27,011	\$27,821	\$28,656	\$29,516	\$30,401

Supportive Services	\$5,200	\$433	\$5,356	\$5,517	\$5,682	\$5,853	\$6,028	\$6,209	\$6,395	\$6,587	\$6,785
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Utilities											
Fuel Oil	\$8,500	\$708	\$8,755	\$9,018	\$9,288	\$9,567	\$9,854	\$10,149	\$10,454	\$10,768	\$11,091
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$1,500	\$125	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
Water / Sewer	\$7,200	\$600	\$7,416	\$7,638	\$7,868	\$8,104	\$8,347	\$8,597	\$8,855	\$9,121	\$9,394
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$17,200	\$1,433	\$17,716	\$18,247	\$18,795	\$19,359	\$19,940	\$20,538	\$21,154	\$21,788	\$22,442

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$3,000	\$250	\$3,090	\$3,183	\$3,278	\$3,377	\$3,478	\$3,582	\$3,690	\$3,800	\$3,914
Janitorial	\$1,250	\$104	\$1,288	\$1,326	\$1,366	\$1,407	\$1,449	\$1,493	\$1,537	\$1,583	\$1,631
Trash Removal	\$2,800	\$233	\$2,884	\$2,971	\$3,060	\$3,151	\$3,246	\$3,343	\$3,444	\$3,547	\$3,653
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$17,500	\$1,458	\$18,025	\$18,566	\$19,123	\$19,696	\$20,287	\$20,896	\$21,523	\$22,168	\$22,834
Maintenance Contracts	\$1,500	\$125	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
Other	\$1,500	\$125	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
Total Maintenance	\$27,550	\$2,296	\$28,377	\$29,228	\$30,105	\$31,008	\$31,938	\$32,896	\$33,883	\$34,900	\$35,947

Taxes & Insurance											
Real Estate Taxes or PILOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$7,600	\$633	\$7,828	\$8,063	\$8,305	\$8,554	\$8,810	\$9,075	\$9,347	\$9,627	\$9,916
Other	\$955	\$80	\$984	\$1,013	\$1,044	\$1,075	\$1,107	\$1,140	\$1,175	\$1,210	\$1,246
Total Taxes & Insurance	\$8,555	\$713	\$8,812	\$9,076	\$9,348	\$9,629	\$9,918	\$10,215	\$10,522	\$10,837	\$11,162

Replacement Reserves	\$5,400	\$450	\$5,562	\$5,729	\$5,901	\$6,078	\$6,260	\$6,448	\$6,641	\$6,841	\$7,046
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$87,205	\$7,267	\$89,821	\$92,516	\$95,291	\$98,150	\$101,094	\$104,127	#####	#####	#####
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Net Operating Income	\$85,619	\$7,135	\$86,459	\$87,290	\$88,111	\$88,920	\$89,717	\$90,501	\$91,269	\$92,022	\$92,758
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Debt Service											
First Lien: Bangor Savings	\$73,547	\$6,129	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$73,547	\$6,129	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547

Cash Flow (after Must Pay Debt)	\$12,072	\$1,006	\$12,912	\$13,743	\$14,564	\$15,373	\$16,170	\$16,954	\$17,722	\$18,475	\$19,211
Debt Service Coverage Ratio	1.16		1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26

Cash Flow Debt Payments											
City of Portland	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$12,072	\$1,006	\$12,912	\$13,743	\$14,564	\$15,373	\$16,170	\$16,954	\$17,722	\$18,475

Retained Cash Flow % 14%

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$185,541	\$189,252	\$193,037	\$196,897	\$200,835	\$204,852	\$208,949	\$213,128	\$217,391	\$221,738
<u>Vacancy Loss</u> 5.0%	(\$11,088)	(\$11,310)	(\$11,536)	(\$11,767)	(\$12,002)	(\$12,242)	(\$12,487)	(\$12,737)	(\$12,991)	(\$13,251)
Other income (laundry)	\$35,341	\$36,048	\$36,769	\$37,504	\$38,254	\$39,019	\$39,800	\$40,596	\$41,408	\$42,236
Laundry	\$878	\$895	\$913	\$931	\$950	\$969	\$988	\$1,008	\$1,028	\$1,049
Effective Gross Income	\$210,671	\$214,885	\$219,183	\$223,566	\$228,038	\$232,598	\$237,250	\$241,995	\$246,835	\$251,772

Administrative										
Advertising	\$14,380	\$14,811	\$15,256	\$15,713	\$16,185	\$16,670	\$17,170	\$17,685	\$18,216	\$18,763
Office Payroll & Benefits	\$14,380	\$14,811	\$15,256	\$15,713	\$16,185	\$16,670	\$17,170	\$17,685	\$18,216	\$18,763
Office Supplies, Phone, Misc.	\$672	\$692	\$713	\$734	\$756	\$779	\$802	\$826	\$851	\$877
Mngr or Super Rent Free Unit	\$67	\$69	\$71	\$73	\$76	\$78	\$80	\$83	\$85	\$88
Audit & Accounting	\$672	\$692	\$713	\$734	\$756	\$779	\$802	\$826	\$851	\$877
Admin Other	\$1,142	\$1,177	\$1,212	\$1,248	\$1,286	\$1,324	\$1,364	\$1,405	\$1,447	\$1,490
Total Administrative	\$31,313	\$32,253	\$33,220	\$34,217	\$35,243	\$36,301	\$37,390	\$38,511	\$39,667	\$40,857

Supportive Services	\$6,988	\$7,198	\$7,414	\$7,636	\$7,865	\$8,101	\$8,344	\$8,595	\$8,853	\$9,118
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Utilities										
Fuel Oil	\$11,423	\$11,766	\$12,119	\$12,483	\$12,857	\$13,243	\$13,640	\$14,049	\$14,471	\$14,905
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$2,337	\$2,407	\$2,479	\$2,554	\$2,630
Water / Sewer	\$9,676	\$9,966	\$10,265	\$10,573	\$10,891	\$11,217	\$11,554	\$11,901	\$12,258	\$12,625
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$23,115	\$23,809	\$24,523	\$25,259	\$26,017	\$26,797	\$27,601	\$28,429	\$29,282	\$30,160

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$4,032	\$4,153	\$4,277	\$4,406	\$4,538	\$4,674	\$4,814	\$4,959	\$5,107	\$5,261
Exterminating	\$1,680	\$1,730	\$1,782	\$1,836	\$1,891	\$1,947	\$2,006	\$2,066	\$2,128	\$2,192
Trash Removal	\$3,763	\$3,876	\$3,992	\$4,112	\$4,235	\$4,362	\$4,493	\$4,628	\$4,767	\$4,910
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$23,519	\$24,224	\$24,951	\$25,699	\$26,470	\$27,264	\$28,082	\$28,925	\$29,793	\$30,686
Elevator, HVAC, pool contracts	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$2,337	\$2,407	\$2,479	\$2,554	\$2,630
Other	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$2,337	\$2,407	\$2,479	\$2,554	\$2,630
Total Maintenance	\$37,025	\$38,136	\$39,280	\$40,458	\$41,672	\$42,922	\$44,210	\$45,536	\$46,902	\$48,309

Taxes & Insurance										
Real Estate Taxes or PILOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$10,214	\$10,520	\$10,836	\$11,161	\$11,496	\$11,841	\$12,196	\$12,562	\$12,938	\$13,327
Other	\$1,283	\$1,322	\$1,362	\$1,402	\$1,445	\$1,488	\$1,532	\$1,578	\$1,626	\$1,675
Total Taxes & Insurance	\$11,497	\$11,842	\$12,197	\$12,563	\$12,940	\$13,328	\$13,728	\$14,140	\$14,564	\$15,001

Replacement Reserves	\$7,257	\$7,475	\$7,699	\$7,930	\$8,168	\$8,413	\$8,665	\$8,925	\$9,193	\$9,469
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$117,196	\$120,712	\$124,333	\$128,063	\$131,905	\$135,863	\$139,938	\$144,137	\$148,461	\$152,914
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Net Operating Income	\$93,475	\$94,173	\$94,849	\$95,503	\$96,132	\$96,736	\$97,312	\$97,859	\$98,375	\$98,857
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Debt Service										
First Lien	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547	\$73,547

Cash Flow (after Must Pay Debt)	\$19,928	\$20,626	\$21,302	\$21,956	\$22,585	\$23,189	\$23,765	\$24,312	\$24,828	\$25,310
Debt Service Coverage Ratio	1.27	1.28	1.29	1.30	1.31	1.32	1.32	1.33	1.34	1.34

Cash Flow Debt Payments										
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project		\$19,928	\$20,626	\$21,302	\$21,956	\$22,585	\$23,189	\$23,765	\$24,312	\$25,310

Retained Cash Flow % 14%

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 5, 2019

SUBJECT: Order 41-19/20 Setting Election Date on Citizen Initiative Amendment to the Portland City Charter Re: Ranked Choice Voting for Municipal Officers - Sponsored by Katherine L. Jones, City Clerk.

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This citizen initiative item did not receive the required number of signatures. The City Clerk has attached a Certification of that insufficiency to the back up material for this order.

The Citizen Initiative Committee has until Friday, August 30, 2019 at 4:30 p.m. signatures that were not verified by the City Clerk. As of the publication of the Agenda, such a notice had not been received by the Clerk's office. If a notice is received, staff recommends that the Council postpone action on this item to a later date. Conversely, if a notice is not received, staff recommends that the Council not hold the scheduled public hearing and postpone this item indefinitely.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Setting Election Date Ranked Choice Voting 9.4.2019
2. Charter Amendment re Ranked Choice Voting Not in Conflict w Law DWC 8.22.2019
3. Citizen Initiative- Ranked Choice Voting supplemental

Prepared by:

Date: 8/5/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER SETTING ELECTION DATE ON
CITIZEN INITIATIVE AMENDMENT
TO THE PORTLAND CITY CHARTER
RE: RANKED CHOICE VOTING FOR MUNICIPAL OFFICIALS**

ORDERED, that pursuant to Sections 9-36(f) and 9-39 of the Portland City Code, the citizen initiative amendment to the Portland City Charter called, “To Allow Ranked Choice Voting for School Board and City Council,” shall be submitted to the voters of the City on November 5, 2019 at the regularly scheduled election; and

BE IT FURTHER ORDERED, that the Portland City Clerk shall be authorized to place both the summary and the entire proposed ordinance on the ballot, both of which are substantially in the form attached hereto.

Summary Text

An Amendment To The Portland City Charter To Allow Ranked Choice Voting for School Board and City Council

This charter amendment requires that elections for school board and city council be conducted using ranked choice voting in accordance with the same ranked choice voting and election procedures currently in place for mayor.

PORTLAND CITY CHARTER

Article II, Section 3 of the City Charter of the City of Portland shall be amended as follows:

Section 3. Ranked choice voting; instant runoff tabulation.

~~For the position of mayor only, t~~The city clerk shall implement a ranked choice voting protocol for elections for mayor, city council, and school board according to these guidelines:

- (a) The ballot shall give voters the option of ranking ~~mayoral~~ candidates in order of choice.
- (b) If a ~~mayoral~~ candidate receives a majority, i.e. at least one more than fifty percent (50%) of the first choice votes cast, that candidate is elected.
- (c) If no candidate receives a majority of first choice votes, an instant runoff re-tabulation shall be promptly conducted by the city clerk and completed within five (5) business days of the election. The instant runoff re-tabulation shall be conducted in successive rounds, with the majority determined for each successive round by the number of votes cast in that round. The candidate with the fewest votes after each successive round in which no candidate receives a majority of the votes cast in that round shall be eliminated, and the votes in the successive rounds shall be re-tabulated among the remaining candidates until one candidate receives a majority of the votes cast in that round. In each successive round, each voter's ballot shall count as a single vote for

whichever candidate the voter has ranked highest who has not been eliminated in a prior round, if any.

- (d) After the first round, a majority is determined as at least one (1) more than fifty percent (50%) of the votes cast for a remaining candidate in a particular round.
- (e) The city clerk may adopt additional regulations consistent with this subsection to implement these provisions. The ballot shall contain instructions on how to vote for each office. (Referendum 11/2/10)

Article IV, Sections 7 and 10 of the Charter of the City of Portland shall be amended as follows:

Section 7. Form of ballot.

All official ballots for use in all municipal elections shall be prepared by the city clerk and furnished by the city, consistent with the voting machines used and the form of any state ballot(s), and the use of ranked choice voting ~~for mayor~~. Ballots for use in elections under this charter shall contain the names of the various candidates, with their residence, and the office for which they are candidates, and instructions on how to mark the ballot. The candidates for each office shall be grouped under the title of each office, plainly and distinctly marked. There shall be as many blank spaces under the name of each office as there are vacancies to be filled. The procedure for counting write-in votes shall be governed by Title 21-A, Maine Revised Statutes, unless inconsistent with article II, section 3, in which case the charter provisions shall govern. Notwithstanding the foregoing, in the event of an emergency such as the illness, death or disqualification of a nominee for municipal office prior to the general election, the time frame for accepting a declared write-in candidate may be shortened by the city clerk. Such ballots may also contain such measures as may be submitted to the voters of the city by the legislature or by the city council and shall be without party mark or designation.

In preparing all ballots for election under this charter, the city clerk shall arrange the names of all qualified candidates for each office in alphabetical order according to surnames. (Referendum 11/2/10)

* * *

Section 10. Canvass of returns.

The city clerk shall examine the records of the several voting places and within forty-eight (48) hours after such election shall determine and declare the successful candidates as follows: The person or persons, not exceeding the number to be voted for at any one time for any office, having the highest number of votes cast at such election, shall be determined and declared to be elected. Notwithstanding the foregoing, if no candidate for mayor, city council, or school board has a majority of the votes cast as provided in article II, section 3, the city clerk shall conduct an instant runoff tabulation as provided in such section until the candidate ~~for mayor~~ with the majority of votes cast is determined. The city clerk shall provide written notice of the election results to all candidates. (Referendum 11/6/01; 11/2/10)

**CITY OF PORTLAND
M E M O R A N D U M**

TO: Katherine A. Jones, City Clerk

FROM: Danielle P. West-Chuhta, Corporation Counsel 

DATE: August 22, 2019

RE: **Proposed Charter Amendment for Ranked Choice Voting for City Council
and Board of Education Candidates**

Per the direction of the City Council, and pursuant to 30-A M.R.S. §2104(5)(B), I hereby certify as a member of the Bar of the State of Maine that it is my opinion that, based on the materials presented, the proposed amendment to the Portland City Charter relating to ranked choice voting for city council and board of education candidates is not in conflict with the general law, the Constitution of the State of Maine, or the Constitution of the United States of America.



CITY OF PORTLAND
City Clerk's Office
Katherine L. Jones, City Clerk

**CLERK'S CERTIFICATION
OF CITIZEN INITIATIVED CHARTER AMENDMENT**

**RE: Amendments to Portland City Charter Article II, Section 3 Ranked Choice Voting,
instant runoff tabulation for Mayor, City Council, School Board:**

I HEREBY CERTIFY that the supplemental signatures to correct deficiencies in the original petitions (that were filed on August 2, 2019) to Amend the Portland City Charter Article II, Section 3 Ranked Choice Voting instant runoff tabulation for Mayor, City Council, School Board, which were filed in the City Clerks' office on August 23, 2019, does not contain enough signatures to submit this question to the voters of the City of Portland. The required number of signatures to put this question on the ballot is Six Thousand, Six Hundred and fifty-five (6,655). The total amount certified was Six Thousand, Five Hundred and Seventy-Nine. (6,579). Therefore the petitions are deemed in-sufficient.

Dated August 28, 2019

Katherine L. Jones, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: August 5, 2019

SUBJECT: Order 42-19/20 Regarding Citizen Initiative Amendment to the Portland City Charter for Public Campaign Funding - Sponsored by Katherine L. Jones, City Clerk.

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Petitions for a proposed charter amendment for public funding for campaigns of municipal officials were submitted to the City Clerk's office on August 2, 2019. The Certification process has been completed, and the Clerk has deemed that the petitions were sufficient since the required amount of signatures (i.e. at least 20% of the number of votes cast in the municipality at the last gubernatorial election) were obtained by the petitioners. See 30-A M.S.R.A. sec. 2102(2).

Due to the significant nature of the proposed charter amendment, it has been determined that this proposal constitutes a revision to the charter, and a Charter Commission must therefore be constituted. The required ballot question about whether or not the voters would like to constitute such a Commission has been included in the agenda back-up materials for your review.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Question to Voters re Charter Commission re Public Financing 9.4.2019
2. 20190812093424399
3. Citizen Initiative re Campaign Financing Charter Change DWC 8.30.2019

Prepared by:

Date: 8/5/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER REGARDING A CITIZEN INITIATIVE AMENDMENT TO THE
PORTLAND CITY CHARTER FOR PUBLIC CAMPAIGN FINANCING**

ORDERED, that the following question shall be submitted to the voters at the municipal election on June 9, 2020:

“Shall a Charter Commission be established for the purpose of revising the Municipal Charter to add a public campaign financing and funding option for municipal officers?”

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L Jones, CMC

**CLERK'S CERTIFICATION
OF CITIZEN INITIATED CHARTER AMENDMENT**

**RE: Amendment to the Portland City Charter to Allow Public Funding for
City Council, School Board and Mayor**

I HEREBY CERTIFY, that the petition filed on August 2, 2019 in my office regarding amendments to the Portland City Charter Article IV Elections, Section 12 Public Financing for Municipal Elections, contains the signatures of Six Thousand, Eight Hundred and sixteen voters (6,816) of the City of Portland. The required number of signatures to put this question on the ballot is Six Thousand, Eight Hundred and Sixteen (6,816). The petition is thereby deemed sufficient.

Dated: August 12, 2019

Signed: Katherine L Jones City Clerk

MEMORANDUM

TO: Mayor Strimling and Members of the Portland City Council
CC: Jon P. Jennings, City Manager and Katherine L. Jones, City Clerk
FROM: Danielle P. West-Chuhta, Corporation Counsel *DW-c*
DATE: August 29, 2019
RE: Proposed Charter Amendment Regarding Public Campaign Financing

A question has arisen regarding a proposed amendment to the City charter and whether or not it actually constitutes an amendment or a revision of the charter. The following is a summary of my research on this question:

“Although Maine law does not specifically define the term charter, it is generally understood to mean a single document setting forth a plan of municipal government comparable to the State and federal constitutions. Typically, a charter specifies the form of government (e.g., town meeting-selectmen, town meeting-selectmen-manager or council-manager), the distribution of legislative, executive and other powers, the delegation of various legal and administrative functions, and the procedures for making and implementing budgetary decisions, among other things.” Maine Municipal Association (“MMA”) Charter Resource Packet at p. 1. Portland’s Charter does each of these things and has been amended at least three (3) times in the past ten (10) years.

“Maine law contains detailed provisions governing adoption, revision and amendment of municipal charters.” *Id.* These provisions are laid out in 30-A M.R.S. sections 2102-2105. In this case, the petitioners have put forward a charter change which would ultimately (if approved by the voters) require the City Council to adopt an ordinance establishing a campaign finance program, and subsequently require that the Council fund that program in each annual municipal budget. The petitioners have classified this proposed change as an amendment rather than a revision to the charter.

“The difference between a revision and an amendment is important because, while revisions are subject to the same procedures as for charter adoptions, including the establishment of a charter commission, amendments do not require [the establishment of] a commission.” *Id.* See 30-A M.R.S. section 2104. “There are very few Maine cases addressing the distinction between an amendment and a revision, but the general difference between the two concepts is that a revision involves a fundamental change in the form of government, while an amendment is merely a change or correction of a detail in the charter.” MMA Charter Resource Packet at p. 1. “A 2006 Maine Superior Court decision held that a proposal to limit the number of special town meetings on budget issues and limit the manner of voting to referendum only was a charter revision as it substantially altered the existing town budget process.” *Id.*; see Karytko v. Town of Kennebunk, 2006 WL 2959505 (York Cty., October 10, 2006). Courts in other states with similar statutory schemes have also held that an amendment “only amends, alters, or improves within the lines of the original charter,” while a revision “totally disrupts, cancels, abrogates or makes inoperable the original charter.” Midland v. Arbury, 38 Mich.App.771 (1972) (finding a provision making city manager subject to voter recall a revision); see also, Albert v. Laconia,

134 NH 355 (NH 1991) (changes that eliminated council seats but left council/manager form of government unchanged were amendments).

After reviewing the proposal in question, it is clear that it intends to remove the Council's authority to control all "fiscal, prudential, and municipal affairs of the City of Portland" with regard to public campaign financing issues (see Article I, section 2); substantially disrupts the Council's general powers and authority to determine what is in the best interests of the city and its residents by removing the Council's ability to determine whether or not it would like to create and fund such a program each year; potentially impacts the finance (Article VII, sections 6 and 7) and elections provisions (Article IV, section 11) of the charter; and may be in conflict with a similar state statutory scheme (21-A M.R.S. sections 1121-1128), which currently only authorizes the positions of Governor, State Senator and State Representative to be publicly financed. As a result, the proposed substantial change constitutes a charter revision and is the type of fundamental change that a Charter Commission must review.¹ See Karytoko, 2006 WL 2959505.

It is important to note that the petitioners have complied with the requirements of state law outlined in 30-A M.R.S. section 2104(4),² and so it would be appropriate for the Council to send the proposed charter revision request to the voters for review in June 2020.³ Under Maine law, the ballot question must specifically ask whether or not the voters would like a Charter Commission to be established in order to revise the charter as proposed. An order that includes this ballot question, and sends it to the voters in June 2020, has been included in the September 4, 2019 Council agenda back-up materials.⁴

¹ Please note that I contacted MMA and its attorneys agreed with and confirmed my legal conclusions regarding this matter.

² The petitions contained the required statutory language that "[e]ach of the undersigned voters further requests that if the municipal officers determine that the amendment set out below would, if adopted, constitute a revision of the charter, then this petition shall be treated as a request for a charter commission." 30-A M.R.S. section 2104(4). Consequently, "the [Council] . . . shall [now] treat the petition as a request for a charter commission and follow the procedures applicable to such a request." *Id.*

³ Under Maine law, a question regarding the establishment of a Charter Commission can only be submitted to the voters "at the next regular or special municipal election held at least 90 days after this order[.]" and the wording of the question must be as follows: "Shall a Charter Commission be established for the purpose of revising the" Portland City Charter. 30-A M.R.S. sections 2102(5) and 2102(5)(A) (emphasis added). In this case, the next regular municipal election that is at least ninety (90) days after the potential order by the Council is the election to be held in June 2020.

⁴ Please note that if the voters approve the ballot question to create a Charter Commission to review this issue, "three (3) "appointive" members must be appointed by the Council within thirty (30) days after the election. "Appointive" members need not be residents of the municipality, but only one (1) may be a municipal officer. There also needs to be the election of "voter" members (generally six (6)). See 30-A M.R.S. section 2103. Once elected, the Commission has twelve (12) months (subject to a twelve (12)-month extension for certain reasons), to prepare and submit a final report and proposed charter to the Council. The Council must then submit the proposed amended charter to the voters by referendum at the next regular or special municipal election after the final report has been submitted." See MMA Charter Resource Packet at p. 1; see also 30-A M.R.S. section 2105.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: August 26, 2019

SUBJECT: **Order 43-19/20 Approving the Option to Lease and 99-Year Lease Agreement with Community Housing of Maine for Land at 83 Middle Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Justin Costa, Chair of the Economic Development Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/4/2019

Final Action 9/4/2019

Can action be taken at a later date: No (If no why not?) Applicant is applying for Low Income Housing Tax Credits on September 26th.

PRESENTATION: (List the presenter(s), type and length of presentation) City staff and staff from Community Housing of Maine will be available for questions.

I. SUMMARY

Community Housing of Maine (CHOM) is requesting a 99-year lease of city-owned property at 83 Middle Street to develop approximately 99 units of affordable rental housing for households aged 55 and older, with a preference for 11 units long term shelter stayers.

II. AGENDA DESCRIPTION

The Economic Development Committee met on August 20, 2019 and voted 4-0 to forward the recommendation to the City Council for approval.

Community Housing of Maine is requesting a 99-year lease of city-owned property at 83 Middle Street to develop approximately 49 units of affordable rental housing for seniors aged 55 and older, which will also include a preference for 11 units for long-term shelter stayers, parking and ground level commercial space.

As noted in a May 16, 2019 memo to the Housing Committee from Kristen Dow, then Interim Director of the Health and Human Services Department, *“The planned development supports the City’s goal of stabilizing the homeless populations, by targeting the individuals that consume the majority of the resources. As has been shown by CHOM’s development on 81 Danforth St (Danforth on High) the longest-term shelter stayers can thrive when given a chance to obtain safe, stable, affordable housing. CHOM has a proven track record of engaging and blending populations to make stable and successful housing. By housing the longest-term shelter stayers, the City can better allocate their resources by providing fewer shelter beds, and more targeted support services.”*

Staff is requesting approval of an option and lease of city-owned property located at 83 Middle Street to Community Housing of Maine with a term of 99 years at an aggregated lease payment of \$99.00 for the term, due and payable upon execution of the lease agreement.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Land at 83 Middle Street is currently a surface parking lot utilized by the City's Police Department. CHOM's involvement in the project ensures that units are added to the pool of units available to persons experiencing homelessness through its ongoing relationship and commitment to serve this population.

City staff and CHOM previously presented the project to the City of Portland's Health and Human Services Committee on January 22, 2019 and to a joint meeting of the Economic Development and Housing Committees on May 21, 2019. On July 10, 2019, the Housing Committee voted to recommend that the City help finance the project with a loan in the amount of \$330,000 from the City's Affordable Housing Development Program. This financial request is scheduled for a second reading at the September 4th City Council Meeting.

CHOM intends to apply for Low Income Housing Tax Credits through the QAP application with Maine Housing. The QAP application is due on September 26 and requires site control which can be in the form of an option or long-term lease.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase access to rental housing that is safe, affordable and accessible for working and low-income families.

V. FINANCIAL IMPACT

Currently the property has a tax assessed value of \$277,800. However, as city-owned property the net taxable value of the property is \$0.00. Preliminary project financial information provided by the Developer indicates a total development cost of \$11,370,630. At this time an estimated tax assessed value on the proposed project has not been determined. It is expected that the project will pay real estate taxes on the assessed value of the building when constructed.

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

This project will create approximately 49 units of rental housing (estimated to include 23 studio apartments, 23 one-bedroom apartments and 3 two-bedroom apartments). All of the units will target households with incomes below 60% of the area median income (AMI). The project will be one of the first to use the income averaging set aside in the Low Income Housing Tax Credit Program, which will allow the project to serve households with incomes up to 80% AMI as long as the average income and rental limits in the project remains at 60% AMI or less.

The option and lease will include the following conditions, terms and/or contingencies: Environmental Indemnification; Leased "as is, where is" and "with all faults" Developer is 100% responsible for any investment in project related public infrastructure; Boundary survey performed by licensed surveyor obtained by developer and at developer's expense.

NOTE: A recommendation for funding or an option to lease is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and surrounding neighborhood against standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Any funding or option to lease recommended or approved will be contingent on the project's approval by the Planning Board.

VII. RECOMMENDATION

Staff is requesting that the City Council approve an option and lease of city-owned property located 83 Middle Street to Community Housing of Maine with a term of 99 years at an aggregated lease payment of \$99.00 for the term, due and payable upon execution of the lease agreement.

VIII. LIST ATTACHMENTS

1. Option to Lease and 99-Year Lease for 83 Middle Street 9.4.2019
2. Council Attachments

Prepared by:

Mary Davis, Division Director

Date: 8/26/2019

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE OPTION TO LEASE AND
99-YEAR LEASE AGREEMENT WITH COMMUNITY HOUSING OF MAINE
FOR LAND AT 83 MIDDLE STREET**

ORDERED, that the attached Option to Lease and 99-Year Ground Lease Agreement with Community Housing of Maine for land at 83 Middle Street are hereby approved in substantially the forms attached hereto; and

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

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement ("Agreement") dated this ____ day of _____, 2019, is entered into by and between **CITY OF PORTLAND**, a public body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 ("Landlord" or "City"), and **COMMUNITY HOUSING OF MAINE, INC.**, a Maine nonprofit corporation having a mailing address of 1 City Center, 4th floor, Portland, ME 04101 ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain land (hereinafter, the "Premises," as further defined below) located at 83 Middle Street, Portland, Maine, which land is generally depicted on the plan entitled "Boundary & Topographic Survey at #83 Middle Street, Portland, Maine" made for Community Housing of Maine dated May 22, 2019 prepared by Owen Haskell, Inc., a reduced copy of which is attached hereto as **Exhibit A** (the "Plan"); and

WHEREAS, Tenant has requested from Landlord, and Landlord has agreed to grant to Tenant, an option to lease the Premises under a ground lease in order to allow the Tenant to construct and operate a 49-unit residential affordable housing project, with commercial space, thereon (the "Project"), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Option; Option Period.** The Landlord hereby grants to the Tenant the exclusive right and option to lease the Premises from Landlord on the terms and conditions described herein, and subject to the terms and conditions in the Ground Lease (the "Option"), from the date first set forth above (the "Effective Date") through June 30, 2021 (the "Option Period").
2. **Option Payment.** At the time of execution of this Agreement by both parties, in consideration of the Option granted herein, Tenant shall pay to Landlord the sum of \$1.00 (the "Option Payment"), which shall be non-refundable, and which shall not be credited to rental payments under the Ground Lease as defined in section 4 hereof.
3. **Exercise of Option.** Tenant may exercise the Option at any time during the Option Period by delivering written notice to Landlord of its intent to exercise the Option (the "Option Notice"), provided, however, that in no event shall the Ground Lease commence prior to the closing of all financing required for Tenant's construction of the Project as is more fully described in the Ground Lease.
4. **Execution of Ground Lease.** If Tenant exercises the Option, the parties shall enter into a Ground Lease Agreement substantially in the form attached hereto as **Exhibit B** within fourteen (14) days after the date of the Option Notice (the "Ground Lease"). The parties acknowledge and agree that the specific provisions of the Ground Lease may be

modified by agreement of the parties prior to the execution thereof, but that notwithstanding the foregoing, the Ground Lease will have a term of 99 years, with an aggregate lease payment of \$99.00 for the entirety of such term, due and payable upon the execution thereof, and shall permit Tenant to assign the Ground Lease to an entity formed for the purpose of developing the Project, and to assign the Ground Lease to third parties as security for Project financing. Additionally, the Ground Lease shall permit Tenant to establish a two (2) unit condominium for the Project, with one condominium unit being the residential space and the other unit being the commercial space, and shall contain such other terms and conditions as will satisfy the requirements of the Maine Condominium Act, the Low Income Housing Tax Credit Program, 26 U.S.C. § 42, and the related regulations and the rules of the Maine State Housing Authority (“MSHA”) implementing such program and other Project financing, and will transfer substantially all of the benefits and burdens of ownership of the Premises to Tenant for federal tax purposes, while legal title remains vested in the Landlord, and the terms of such Ground Lease shall be reasonably satisfactory to Tenant’s investor limited partner, MSHA, and any other financing sources for the Project.

5. Condition of Premises; Premises Description, Title.

- a. Tenant acknowledges that Tenant will have an opportunity to inspect the Premises, and to hire professionals to do so, and that the Premises will be leased “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises.
- b. The survey attached hereto as Exhibit A only generally depicts the Premises to be leased to Tenant. The property description contained in the lease will be a survey description (the “Premises Description”) based upon a revised version of the Plan to be obtained by the Tenant at the Tenant’s expense (the “Survey”), which will more specifically depict and describe the property shown on Exhibit A hereto and be in form and substance reasonably acceptable to the City and Tenant.
- c. The Premises shall be leased to Tenant free and clear of all encroachments, liens and encumbrances except (i) easements consented to by Tenant; (ii) utilities on or servicing the property, whether or not by virtue of existing easements (iii) City ordinances, and (iv) real estate taxes not yet due and payable.
- d. On or before the day that is 90 days after the Effective Date, Tenant will provide the City with (1) Tenant’s proposed Survey and Premises

Description, and (2) Tenant's written objections to the condition of the Premises or any title or survey matters that Tenant determines materially affect its use, cost, or feasibility of the Premises for the Project ("Tenant's Objections"). The City will have the option, but in no event will have the obligation, to cure any of Tenant's Objections. The City acknowledges that Tenant's current plans for the project require relocating (i) the two walk signals located on the Premises, both shown on the Plan as "Walk Signal on Conc." and (ii) the traffic box shown on the Plan as "Traffic Box on Conc" in order to minimize disruption to the Project and the patio to be located in such area. Although the City cannot commit to relocating the equipment at this time, the City agrees to consider and discuss such relocation with Tenant in its review of the Survey. Any such relocation, if agreed to by the City, shall be at Tenant's sole cost and expense.

- e. Within 60 days after receipt of the proposed Survey, the Premises Description, and Tenant's Objections, if any, the City will notify Tenant (1) if it has any objections to the Survey or Premises Description and its proposed revisions to the same; and (2) whether the City will attempt to cure any or all of Tenant's Objections. In the event that the City does not elect to cure any of Tenant's Objections, or is unable to do so to Tenant's reasonable satisfaction, Tenant will have the option to undertake the curing of the objections at Tenant's own expense. The City will cooperate with Tenant to the extent reasonably necessary to assist Tenant in curing such objections.
- f. If Tenant and City are unable to reach an agreement on a final Survey and Premises Description, or if the City or Tenant are unable to cure Tenant's Objections to Tenant's reasonable satisfaction prior to the expiration of the Option Period, then this Agreement will terminate and neither party will have any further obligation or liability to the other.

6. Landlord's Representations and Warranties. Landlord represents, covenants and warrants to Tenant that the execution and delivery of this Agreement and the performance by Landlord of the obligations hereunder have been duly authorized by all requisite action.

7. Tenant's Representations and Warranties. Tenant represents, covenants and warrants to Landlord that Tenant has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Tenant of its obligations hereunder (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant is bound. The representations and warranties set forth in this Section shall survive the exercise of the Option.

8. Tenant's Right of Termination. Tenant may, in its sole discretion, terminate this Agreement in the event that (i) it is not given an award of low income housing tax credits by MSHA pursuant to its Qualified Allocation Plan or (ii) Tenant does not obtain approval of entry into the Ground Lease from MSHA and/or the U.S. Department of Housing and Urban Development following environmental assessment of the Premises. Such right to terminate may be exercised by Tenant delivering written notice of such termination to the Landlord, and upon such termination, this Agreement shall be null and void, and no party shall have any further obligation hereunder.

9. Default. In the event of a default by either party hereunder, the other party may employ all remedies available at law or in equity, including without limitation specific performance.

10. Broker Commissions. Landlord and Tenant each represent to the other that they have not had any dealings regarding the Premises through any real estate broker or other person who can claim a right to commission or finder's fee in connection with this Agreement or the Ground Lease. If any broker or finder claims that they are owed a commission or finder's fee in connection with this Agreement or the Ground Lease through the Tenant, the Tenant shall indemnify, hold harmless and defend the Landlord against such claim and all costs and expenses (including reasonable attorney's fees and costs) incurred in defending against such claim.

11. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other hereunder, including the Option Notice, it shall be deemed to have been given if in writing and hand delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, addressed to the parties at their respective addresses set forth in the first paragraph herein or to such other address(es) as either party shall have last designated by notice in compliance with this Section. All notices shall be effective upon mailing or when hand delivered, whichever occurs first.

12. Memorandum. This Option shall not be recorded but at the Tenant's request the parties shall execute and acknowledge a Memorandum of Option in recordable form, and in substance satisfactory to the parties, to be recorded at Tenant's expense. If such a Memorandum of Option is recorded and Tenant does not exercise the Option within the term of this Agreement, Tenant shall, at Landlord's request and at Tenant's expense, record an instrument evidencing the termination of the Option. In the event Tenant refuses or fails to record such instrument, Tenant acknowledges and agrees that the City may execute and record an affidavit stating that Tenant failed to timely exercise its option to lease the Premises and that this Agreement is terminated and all of Tenant's rights under this Agreement are therefore terminated and released.

13. Further Assurances. The parties agree to take such actions and execute, acknowledge and deliver any and all additional instruments, documents and materials as the other party hereto may reasonably request to fully effectuate the purposes of this Agreement.

14. Tenant's Access, Inspections.

- a. Tenant and others whom Tenant may designate shall have the right, at all reasonable times, at Tenant's sole cost and expense, risk and hazard, to enter upon the Premises to examine and/or show the same and make, or cause to be made, engineering or other studies and inspections of the Premises, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Premises which Tenant deems prudent in connection with Tenant's intended development or use of the Premises. Tenant shall restore the Premises following any testing substantially to its prior condition, unless otherwise agreed by Landlord.
- b. Tenant agrees to defend, indemnify and hold harmless the Landlord against any mechanics liens that may arise from the activities of Tenant and its employees, consultants, contractors and agents on the Premises.
- c. Tenant shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Tenant hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to any person or damage to property arising out of the exercise by Tenant of its rights hereunder.

Tenant shall cause any contractors, consultants or any other party conducting the inspections to procure automobile insurance and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

15. Assignment. Tenant shall have the right to assign its rights and obligations hereunder to a limited partnership formed for the purpose of developing the Project, without further consent of the Landlord.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Maine and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be canceled, modified or amended only by a written instrument executed by both the Landlord and Tenant. This Agreement, including the exhibits referred to herein, constitutes the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all other agreements between the parties, whether written or oral. Any provision or part of this Agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. This Agreement may be

executed by the parties hereto in counterparts, both of which when delivered shall constitute one and the same Agreement. In the event that any signature is delivered via fax or pdf, such signature shall create a binding obligation of the party executing with the same force and effect as if such signature page were an original thereof. Headings used herein are for convenience only and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to this Agreement. No waiver of any breach of any one or more of the conditions of this Agreement or its attachments by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned representatives, thereunto duly authorized, as of the date first above written.

CITY OF PORTLAND

By: _____
Jon P. Jennings
Title: City Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

Date: _____, 2019

Personally appeared the above-named, Jon P. Jennings, the City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

Printed name: _____

My commission expires: _____

COMMUNITY HOUSING OF MAINE, INC.

By: _____
Printed name: _____
Title: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

Date: _____, 2019

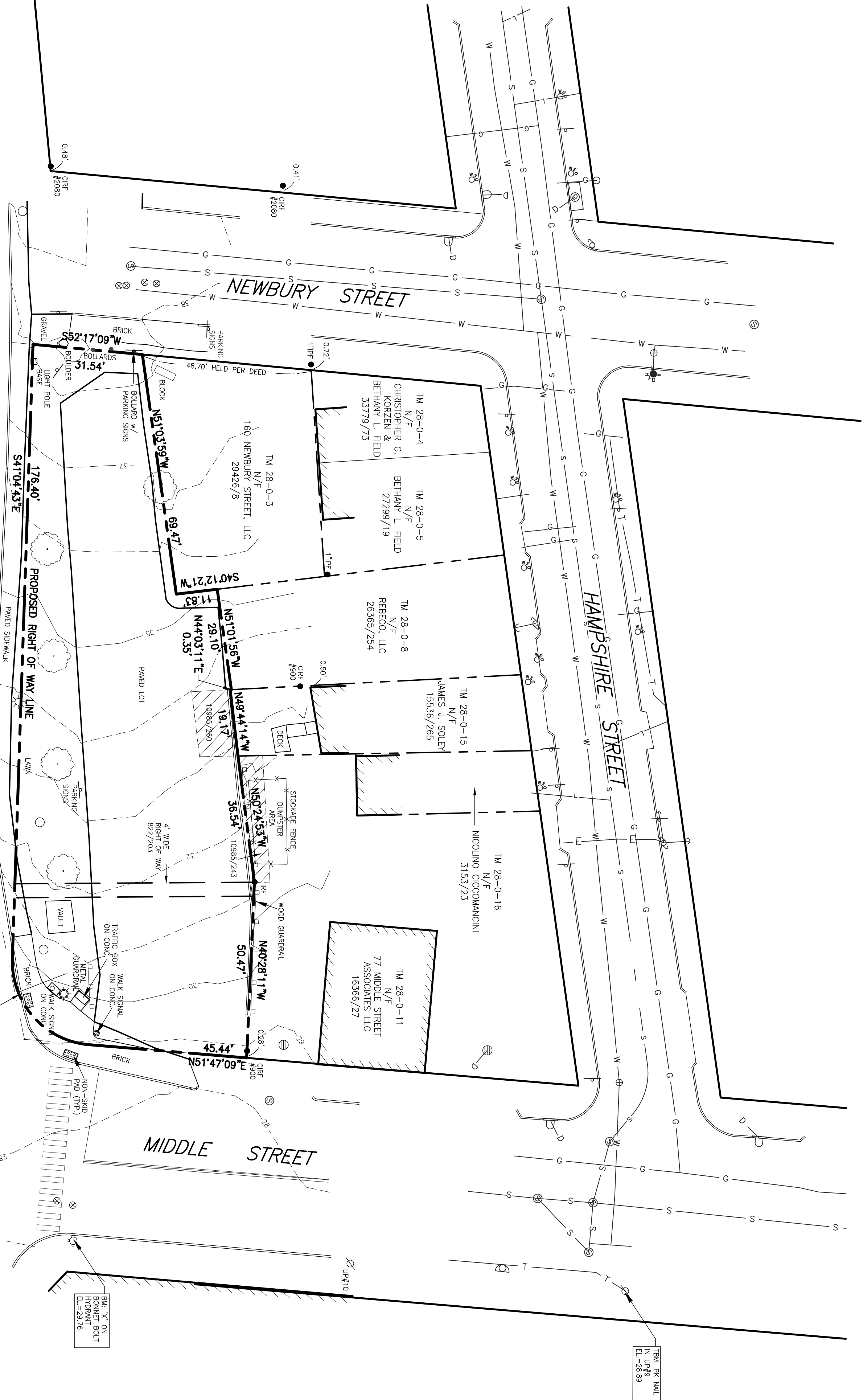
Personally appeared the above-named, _____, the _____ of
Community Housing of Maine, Inc. and acknowledged the foregoing instrument to be his/her
free act and deed in his/her said capacity and the free act and deed of Community Housing of
Maine, Inc.

Before me,

Notary Public/Attorney at Law
Printed name: _____
My commission expires: _____

EXHIBIT A

[Insert copy of plan entitled “Boundary & Topographic Survey at #83 Middle Street, Portland, Maine” made for Community Housing of Maine dated May 22, 2019 prepared by Owen Haskell, Inc.]



THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPLETELY ACCURATELY REPRESENT THE EXISTING UTILITIES. THE SURVEYOR AND THE SURVEYOR FIRM DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE THE ONLY UTILITIES THAT ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE UTILITIES CERTAIN THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY EXCAVATED ANY OF THE UTILITIES SHOWN.

LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION, CLIENTS MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

N.T.S.

●	IRON PIPE OR FORD FOUND	—X—X—X—	ENCE
○	MONUMENT FOUND	=====	CURB
○	UTILITY POLE	—OH—	OVERHEAD WIRES
○	MANHOLE	— 35 —	1' CONTOUR
○	CATCH BASIN	IP/HF	IRON PIPE OR FORD FOUND
○	IRROGANT	N/T	NON OR FORMETLY
○	WATER VALVE	000/000	DEED BOOK / PAGE
○	LIGHT POLE	CONC.	CONCRETE
○	DECIDUOUS TREE		

2. CITY OF PORTLAND PUBLIC WORKS DEPARTMENT CONTRACT DRAWINGS HAWTHORNE STREET RECONSTRUCTION BEATTLE STREET RECONSTRUCTION PROJECT NO. 210-3100-450 DATED 11/16/01, ON FILE AT THE CITY OF PORTLAND.

1. OWNER OF RECORD: CITY OF PORTLAND
TAX MAP 28 BLOCK 0 LOT 17
C.C.R.D. BOOK 3029 PAGE 547
C.C.R.D. BOOK 10986 PAGE 260

2. BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE
COORDINATE SYSTEM WEST ZONE NAD 83. ELEVATIONS ARE BASED ON
CITY DATUM NGVD 29. HORIZONTAL AND VERTICAL CONTROL DATA
PROVIDED BY THE CITY OF PORTLAND AND TAKEN FROM PLAN
REFERENCE 2.

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSEUR FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

Boundary & Topographic Survey

At
#83 Middle Street, Portland, Maine
Made for
Community Housing of Maine
One City Center, 4th Floor, Portland, ME 04101

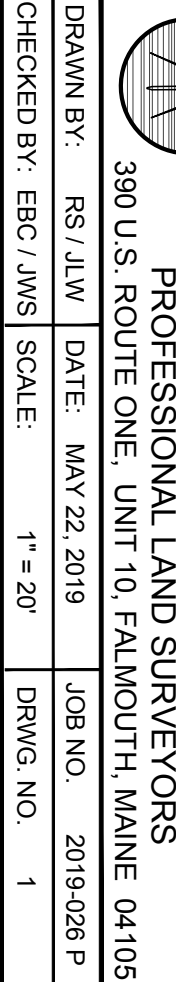


EXHIBIT B

[Insert Ground Lease]

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (herein called the "Lease") is made this _____ day of _____, 20____, by and between **CITY OF PORTLAND**, a Maine body corporate and politic having a mailing address of 389 Congress St., Portland, ME 04101 ("Landlord" or "City"), and _____, a Maine limited partnership having a mailing address of c/o CHOM Development Corporation, 1 City Center, 4th floor, Portland, Maine 04101 ("Tenant").

Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES; RESERVED RIGHT. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms and conditions of this Lease, the premises located at or near 83 Middle Street in Portland, Maine, being more particularly described in **Exhibit A** attached hereto and made part hereof, subject to and with the benefit of all easements, reservations, and restrictions of record (the "Premises"), being shown on the plan entitled "Boundary & Topographic Survey at #83 Middle Street, Portland, Maine" prepared by Owen Haskell dated _____ a reduced copy of which is attached hereto as **Exhibit B**.

SECTION 2. TERM AND COMMENCEMENT DATE.

(a) The term of this Lease ("Term") shall commence on the Commencement Date, as hereinafter defined and shall continue thereafter for a period of ninety-nine (99) years, unless sooner terminated in accordance with the terms and conditions hereof.

(b) The "Commencement Date," as used herein, shall mean the date of execution of this Agreement.

(c) In the event Tenant shall continue to occupy the Premises beyond the Term without City's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by the parties by giving ninety (90) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease.

SECTION 3. RENT. Tenant agrees to pay to Landlord at Landlord's mailing address identified above, or at such other place as Landlord shall designate in writing, rent of \$99.00, payable on the commencement date described in Section 2 hereof, which shall constitute prepaid rent for the entire lease term. This Lease is intended as an absolute net lease, and the rent and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this

Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 4. USE.

4.1 Tenant shall use the Premises solely for the purposes of constructing, maintaining and operating, or causing to be constructed, maintained and operated, at its sole expense, a 49-unit affordable housing project (the "Project") operated in compliance with the Low Income Housing Tax Credit Program pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and certain income and rent limitations set forth in certain agreements and restrictive covenants in favor of Maine State Housing Authority, the City of Portland, and _____ (collectively, the "Affordability Restrictions") to be entered into by Tenant on or about the date hereof, and for purposes ancillary thereto, including laundry facilities, office and community room space, and commercial space for lease. Landlord shall not, in its capacity as owner of the Premises, take any action to prohibit Tenant's vehicular access from Newbury Street, to the extent permitted under applicable law and land use approvals for the Project. At least 40% of the residential dwelling units within the Project shall be rent restricted and rented to eligible applicants at or below 50% of area median income, as determined by the United States Department of Housing and Urban Development. The Project shall include an occupancy preference on no less than eleven (11) of the residential dwelling units for persons who are defined by Landlord as being "long term stayers" in one of the shelters operated by the Landlord, as more fully set forth, and subject to the terms and conditions of an Agreement for Homeless Set Aside between the parties of near or even date herewith, as the same may be amended from time to time. Tenant shall obtain, at Tenant's expense, all permits, licenses, and approvals required by any federal, state, or local authority for the Project. Tenant shall not permit any nuisance on the Premises, nor use or permit any use of the Premises which is contrary to any law or ordinance, nor permit any use which will invalidate any policy of insurance or materially or adversely affect the value of the Premises.

4.2 The Landlord consents to Tenant's creation of a condominium on the Premises, with separate units for the residential and commercial portions of the Project. The Tenant shall be responsible for preparing and executing all condominium documents in accordance with the Maine Condominium Act, and the City agrees to execute the condominium Declaration and such other documents, and to take such other actions, as may be required of it in its capacity as ground lessor under the Maine Condominium Act or as may be reasonably required by the Tenant and its lenders and limited partner, provided that the Declaration and such other documents are approved by the City prior to the execution thereof.

SECTION 5. COVENANT OF QUIET ENJOYMENT. Landlord holds title to the Premises by virtue of a Certificate of Taking of Property dated January 15, 1968, recorded in the Cumberland County Registry of Deeds, Book 3029, Page 547, and a Quitclaim Deed Without Covenant granted by George W. Beals to the City dated August 20, 1993, recorded in the Cumberland County Registry of Deeds, Book 10985, Page 260. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease. Tenant's rights under this Section 5 shall be binding upon Landlord and Landlord's successors only with respect to

breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest in the Premises. Landlord further covenants and warrants that it has full and lawful right, power and authority to enter into this Lease and to lease the Premises to Tenant for the full term hereof.

SECTION 6. UTILITIES.

6.1 Tenant shall pay when due all charges for all utilities furnished to the Premises, including but not limited to gas, steam, water, electricity, sewer, stormwater, telephone and cable service. Tenant shall be permitted to construct and install, or cause to be constructed and installed, on the Premises all utilities required by Tenant for the Project and shall make its own arrangements for all utility installations, connections, hook-ups and services and for delivery of all necessary heating and cooking fuel to the Premises and will pay when due all charges for such fuel. Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises.

6.2 Subject to obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to enter into reasonable agreements with utility companies, municipal corporations and other governmental entities creating such easements in favor of such companies and governmental entities as are required in order to provide utility services to the Premises and the Project. In the event Landlord gives its consent to such utility easements, Landlord agrees to execute all documents, agreements and instruments and to take all other actions reasonably necessary to effectuate the same, all at Tenant's sole cost and expense.

SECTION 7. TAXES.

7.1 Landlord and Tenant acknowledge that the Premises is currently exempt from real property taxes and the parties anticipate that the Premises shall remain exempt to the extent permitted by law; provided, however, Tenant shall pay, or cause to be paid, before the same become delinquent, all real estate taxes and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind that are levied upon or assessed against or with respect to the Premises or the Project.

7.2 Without postponing payment or otherwise adversely affecting Landlord, Tenant may prosecute appropriate proceedings at the sole cost and expense of Tenant, to contest the validity or amount of any such taxes or assessments, or to recover payments therefor, and shall indemnify and save Landlord harmless from all costs and expenses in connection therewith; provided such contest does not result in the filing of any property tax lien. Landlord shall cooperate with Tenant with respect to such proceedings only so far as reasonably necessary to permit Tenant to have standing to prosecute such proceedings, provided that Landlord shall not be obligated to incur any expense in connection with such cooperation.

SECTION 8. PERSONAL PROPERTY.

8.1 Tenant may construct, renovate, rehabilitate, or cause to be constructed, renovated or rehabilitated, buildings and other improvements and install, or cause to be installed,

equipment, machinery, and trade fixtures necessary to carry on Tenant's business on the Premises. All such buildings, improvements, equipment, machinery, and trade fixtures (collectively, the "Tenant Improvements") shall be and remain the personal property of Tenant, owned by Tenant.

8.2 All personal property of any kind located or placed in or on the Premises shall be kept and maintained at Tenant's sole risk, or the risk of Tenant's tenants, and Landlord shall not be liable for any loss or damage to property of Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by leaking roofs, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 9. REPAIRS AND MAINTENANCE. Landlord shall have no obligation whatsoever with respect to maintenance and repair of the Premises, all of such maintenance and repair to be undertaken by Tenant at Tenant's expense.

SECTION 10. INDEMNIFICATION; INSURANCE; LIENS.

10.1 Indemnity. Except as set forth in this Section 10.1, Tenant agrees to defend, indemnify and save Landlord harmless from and against all claims, damages, losses, or expenses of whatever nature arising from any negligent or intentional act or omission of Tenant or Tenant's contractors, licensees, agents, servants, employees, tenants, or other invitees, or arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the term hereof in or about the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever incurred in or in connection with any such claim or proceeding brought thereon, including Landlord's reasonable attorneys' fees and expenses. Tenant's obligations hereunder shall not be construed to negate or abridge any other obligation of indemnification running to the City that otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. Tenant's obligations under this paragraph shall survive termination of this Agreement. Tenant's obligations under this paragraph shall not apply to claims caused solely by the act or omission of Landlord.

10.2 Liability Insurance. Prior to execution of this Agreement, Tenant will procure and maintain occurrence-based commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Tenant shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Tenant shall also provide a copy of any endorsement naming the City as additional insured. Upon City's request, Tenant shall provide the City with a complete copy of any of the above-referenced policies. Tenant shall be

responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without City's prior written approval). The City's acceptance or lack of acceptance of Tenant's certificate of insurance or other evidence of insurance shall not be construed as a waiver of the Tenant's obligation to obtain and maintain such insurance as required by this agreement. If the Tenant maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Tenant. Tenant understands and agrees that the types of insurance coverage and the minimum limits of such coverage herein required may become inadequate during the term of this Lease, and Tenant agrees that it will procure additional insurance and increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the Landlord to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto.

10.3 Casualty Insurance. Tenant shall, at Tenant's own expense, maintain its own fire and casualty insurance with respect to the Tenant Improvements and any of Tenant's other personal property as Tenant deems necessary, and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to the Tenant Improvements and all other of Tenant's personal property while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim based upon any damage, loss or casualty to such property while at the Premises. Any casualty insurance obtained by Tenant for its property shall include a waiver of subrogation against the Landlord.

10.4 Insurance Proceeds. Landlord acknowledges and agrees that any insurance proceeds relating to the Tenant Improvements shall be the sole and exclusive property of Tenant, and, subject to the terms of any agreements relating to financing for the Project or subject to the Tenant's governing limited partnership agreement, shall, as between Tenant and Landlord, be payable exclusively to the Tenant.

10.5 Lien Indemnity. Any mechanic's lien filed against the Premises by reason of any improvements made by or on behalf of Tenant shall be promptly discharged by Tenant, at its own expense, by bonding or otherwise. If Tenant should fail to discharge any such lien, Landlord may do so at Tenant's expense after thirty (30) days' written notice to Tenant of the intention to do so, and Tenant shall promptly reimburse Landlord its reasonable costs and expenses in so doing.

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS. Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all applicable laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and the Maine Human Rights Act, and any

other laws and regulations relating to providing access and reasonable accommodations to persons with disabilities, and Tenant shall defend, indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 12. HAZARDOUS MATERIALS.

12.1 Definitions. The following definitions shall apply to this Section:

(a) "Environmental Activity or Condition" means the presence, use, handling, treatment, generation, manufacture, production, storage, Release, threatened Release, discharge, disposal or transportation of any Hazardous Material on, onto, in, under, over or from the Property or the violation, in connection with the Property, of any Environmental Law.

(b) "Environmental Law" means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, whether civil or criminal, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes and any regulations promulgated thereunder, and all amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in various sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. § 9601 et seq.), as affected by the Superfund Amendment and Reauthorization Act of 1986 (codified in various sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (v) the Clean Water Act (33 U.S.C. § 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. § 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. § 349; 42 U.S.C. § 201 and § 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.); (ix) the Federal Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.); (x) the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. § 1361 et seq.); (xi) the Hazardous Matter Control Law (38 M.R.S.A. § 1317 et seq.); (xii) the Maine Hazardous Waste, Septage, and Solid Waste Management Act (38 M.R.S.A. § 1301 et seq.); (xiii) the Toxics Use and Hazardous Waste Reduction Law (38 M.R.S.A. § 2301 et seq.); and (xiv) the Site Location of Development Law (38 M.R.S.A. § 481 et seq.)

(c) "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as a hazardous, toxic or special waste or substance under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

(i) "Hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or the Superfund Amendment and Reauthorization Act of 1986, each as amended, and regulations promulgated thereunder;

(ii) "Hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

(iii) "Hazardous materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder;

(iv) "Chemical substance or mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder;

(v) "Hazardous substances" as defined in the Uncontrolled Hazardous Substance Sites law, as amended and regulations promulgated thereunder;

(vi) "Hazardous matter" as defined in the Hazardous Matter Control law, as amended, and regulations promulgated thereunder;

(vii) "Hazardous waste" as defined in the Maine Hazardous Waste, Septage, and Solid Waste Management Act, as amended and regulations promulgated thereunder;

(viii) Underground storage tanks, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, dioxins, petroleum products, asbestos and radon.

(d) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, or discarding, burying, abandoning, or disposing into the environment.

(e) "Premises" means all or any portion or portions of the Premises, including the soil, surface water, ground water, air and improvements on, beneath or above any such property.

12.2 Tenant shall not cause or permit any Hazardous Materials to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent, except that no such consent shall be required for heating oil or other fuel used for heat and cooking or any cleaning, maintenance, construction and repair materials for the Project. Any Hazardous Materials permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any Release of Hazardous Materials in or about the Premises. Tenant shall give immediate notice to Landlord of any violation or potential violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this Section.

12.3 Tenant hereby agrees to indemnify, defend and hold the City harmless from and against, and to reimburse the City for, any and all liabilities, penalties, assessments, settlements, judgments, claims, demands, debts, obligations, fines, damages, losses, costs, fees and expenses, including reasonable attorneys' and paralegals' fees and expenses (collectively, "**Damages**"),

suffered or incurred by the City as a result of any Environmental Activity or Condition and/or any alleged Environmental Activity or Condition on or about the Property or any alleged violation of this section. Tenant's liability set forth in the preceding sentence includes, but is not limited to, the following:

- (a) Any costs of, or liability for, investigation, cleanup or remediation of environmental damage;
- (b) Any consequential damages suffered or incurred by the City;
- (c) Any costs of discharging or otherwise removing any attachment or statutory lien, including any arising under any Environmental Law, in respect of the Property;
- (d) Any damages of, against or with respect to the City resulting, directly or indirectly, from any claim, judgment or finding concerning the violation of any Environmental Law; and
- (e) Any amounts expended by the City in good faith to settle or compromise any claim or allegation of liability covered by this Agreement.

Tenant's liability hereunder shall not be reduced or otherwise affected by any Environmental Activity or Condition occurring or existing prior to Tenant acquiring its interest in the Property even if caused in whole or in part by a predecessor in title, tenant, trespasser or other third person, whether on or off of the Property. As between the Tenant and the City, the agreements by the Tenant hereunder shall override and be in lieu of any statutory, regulatory or common law prescriptions for liability, contribution or cost-sharing.

12.4 Selection of Professionals. Without limiting the other provisions of this Section, in the event that any claim (whether or not a judicial or administrative action is involved) is asserted against the City with respect to any Environmental Activity or Condition, the City shall have the right to select the engineers or other consultants and attorneys for its defense to determine the appropriate legal strategy for such defense and to compromise or settle such claim, all in the City's discretion, and the Tenant shall be liable to the City in accordance with the terms hereof for all Damages suffered or incurred by the City in this regard.

12.5 The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease with respect to events occurring prior to the termination of the Ground Lease.

SECTION 13. PLANS AND SPECIFICATIONS; MORTGAGES. Tenant shall construct and complete the Project diligently in accordance with the plans and specifications approved by the City of Portland Planning Board. Tenant shall also comply with the terms of all

mortgages on the Premises or the Project and all other agreements executed in connection therewith.

SECTION 14. REPAIRS AND MAINTENANCE. Tenant shall, during the term of this Lease, at its sole expense, keep the Project and the Premises in as good order and repair as on the completion of construction, reasonable wear and tear excepted. Tenant will be responsible for upkeep of the grounds, adequate lighting on the Premises and in the common areas of the Project, and plowing and lawful snow removal on the Premises.

SECTION 15. SIGNS. Tenant shall be permitted to construct, install, and maintain a free-standing or attached sign or signs of suitable size for visibility from adjacent public ways and indicating Tenant's occupancy of the Premises, at Tenant's sole expense. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense.

SECTION 16. ASSIGNMENT OR SUBLETTING; RIGHT OF FIRST REFUSAL.

16.1 Except as otherwise provided in Section 18 of this Lease, Tenant shall have no right to assign this Lease without having first received the prior express written consent of Landlord. Landlord's consent shall not be required for the Tenant's leasing or subleasing of the commercial spaces or residential dwelling units in the Project, or for the assignment of this Lease to lenders as collateral in connection with Project financing.

16.2 Landlord shall not assign or convey its interest in the Premises unless such assignment or conveyance is expressly made subject to this Lease, Landlord shall have first given Tenant at least one hundred eighty (180) days prior written notice thereof, and Landlord obtains the prior written approval of holders of leasehold mortgages. Prior to Landlord assigning or conveying its interest in the Premises to a non-exempt entity, Tenant shall have the following right of first refusal: In the event that Landlord receives a bona fide offer from a non-exempt entity which Landlord intends to accept (the "Non-Exempt Offer"), Landlord shall notify Tenant that Landlord desires to sell the Premises to such entity and shall provide a copy of the Non-Exempt Offer to Tenant. On or before the tenth business day after receipt of such notification, if Tenant desires to exercise its right of first refusal, Tenant shall provide Landlord with a bona fide written offer on the same terms as the Non-Exempt Offer, but with a purchase price of at least one dollar more than the fair market value of the consideration to be paid by the buyer in the Non-Exempt Offer, and Landlord shall not accept the Non-Exempt Offer. If Tenant fails to provide Landlord with Tenant's offer during such 10 business-day period, Tenant shall have no further rights under this Section 16.2 with respect to such Non-Exempt Offer.

SECTION 17. DEFAULT.

17.1 The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant shall fail to pay any installment of rent or any other payment to Landlord or other parties required herein, when due, and such failure shall continue for a period of one hundred eighty (180) days from the date such payment is due;

B. A petition shall be filed against Tenant under any state or federal bankruptcy or insolvency laws or under any similar law or statute of the United States or the State of Maine, and not discharged within ninety (90) days after such filing, or Tenant shall file such petition, or Tenant shall be adjudged bankrupt or insolvent in any proceeding;

C. Any assignment shall be made of the property of Tenant for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property, or the estate hereby created shall be taken on execution or by other process of law;

D. Tenant shall fail to comply with any covenant, term, or provision of this Lease (other than the payment of rent and other charges) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, provided that good faith remediation measures shall have been commenced within such time period and that such remediation measures are completed in a reasonable and timely manner.

17.2 Upon the occurrence of an event of default listed in Section 17.1 hereof, Landlord may issue to Tenant a notice of default, which notice shall specify the particular event of default and provide Tenant with 30 (30) days to cure same in the event of a default described in Sections 17.1(A) or 17.1(D) and ninety (90) days to cure same in the event of a default described in Section 17.1 (B) or (C). No default shall be effective unless and until Landlord shall have given a notice of default to (a) Tenant in accordance with this Section 17.2, (b) any leasehold mortgagee in accordance with Section 18, and (c) the limited partner of the Tenant in accordance with Section 27. In the event such event of default is not cured within the applicable cure period, or, with respect to an event of default that does not lend itself to cure within such cure period, Tenant (or any party entitled to cure such event of default) fails to commence good faith efforts to so cure such event of default, then Landlord shall have all rights and remedies available at law or equity, including the right to sue for damages or injunctive relief. Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

All applicable cure periods as described above shall not begin to run until said notice has been given.

SECTION 18. RIGHTS OF LEASEHOLD MORTGAGEES.

18.1 The Landlord hereby acknowledges that the Tenant will be granting its construction and permanent lenders, including without limitation Maine State Housing Authority ("MaineHousing"), the Landlord, and its bank construction and permanent lender, _____ (such construction and permanent lenders and their respective

assigns, successors and nominees individually and collectively referred to herein as the “Leasehold Mortgagee”) leasehold mortgages upon the Project to secure the financing provided to Tenant to enable the construction of the Tenant Improvements upon the Premises and for the permanent financing thereof. The Landlord hereby consents to the granting of one or more leasehold mortgages by Tenant to the Leasehold Mortgagee, and further agrees that upon Tenant’s default under any leasehold mortgage and after the relevant Leasehold Mortgagee’s exercise of its rights under the relevant leasehold mortgage, the relevant Leasehold Mortgagee shall have the right to quiet enjoyment of the Premises pursuant and subject to the provisions of this Lease on the condition of its performance of the Tenant’s outstanding and continuing obligations under the Lease. Such Leasehold Mortgagee shall have the right to assign this Lease to an assignee, provided such assignee assumes in writing all of the obligations of Tenant under the Lease. The security interest in the Premises created by all Leasehold Mortgages shall terminate upon termination of this Lease.

18.2 The Landlord further agrees that so long as any leasehold mortgage remains outstanding the following provisions shall apply notwithstanding any provisions to the contrary in this Lease:

A. Landlord shall serve upon the Leasehold Mortgagee a written notice of any default by Tenant under the Lease either (i) as provided in the Lease for a notice of default to Tenant, or (ii) if no notice is required, then not less than one hundred fifty (150) days prior to any termination for failure to perform such obligations thereunder. No notice of termination shall be deemed to have been duly carried out unless and until service is made upon the Leasehold Mortgagee.

B. In case Tenant shall be in default under the Lease, the Leasehold Mortgagee shall have the right to remedy such default or cause the same to be remedied in accordance with this Lease and Landlord shall accept such performance by or at the insistence of such Leasehold Mortgagee as if the same had been made by Tenant.

C. No event of default stemming from the performance of work required to be performed, or of acts to be done, or of conditions to be remedied under the Lease shall be grounds for termination as against the Leasehold Mortgagee provided that good faith remediation measures shall have been commenced within applicable time periods as provided in the Lease and that such remediation measures are completed in a reasonable and timely manner.

D. Provided that Tenant is not in default beyond the applicable cure period hereunder, Landlord shall take no action to effect a termination of the Lease to (i) obtain possession of the Project and the Premises (including possession by a receiver), or (ii) in the case of a Leasehold Mortgagee, to institute, prosecute and complete foreclosure proceedings or (iii) otherwise acquire Tenant’s interest under the Lease. A Leasehold Mortgagee, upon obtaining possession or acquiring Tenant’s interest under the Lease, shall be required promptly to cure all defaults within applicable cure periods; provided however, that: (i) such Leasehold Mortgagee shall not be obligated to continue such possession or, to continue such foreclosure proceedings after such defaults shall have been cured; (ii) nothing herein contained shall preclude Landlord, subject to the provisions of this Section, from exercising any rights or remedies under the Lease

with respect to any other default by Tenant; (iii) such Leasehold Mortgagee shall agree with Landlord in writing to comply during the period of such forbearance with such of the terms, conditions and covenants of the Lease as are reasonably susceptible of being complied with by such Leasehold Mortgagee. Any default by Tenant that is not reasonably susceptible of being cured by such Leasehold Mortgagee on account of involuntary insolvency or reorganization proceedings, receivership, or an assignment for the benefit of creditors or the like shall be deemed to have been waived by Landlord upon completion of such foreclosure proceedings or upon acquisition by such Leasehold Mortgagee of Tenant's interest in the Lease. Such Leasehold Mortgagee, or its designee, or other purchaser in foreclosure proceedings may become the legal owner and holder of the Lease through foreclosure proceedings or by an outright assignment of the Lease in lieu of foreclosure, provided that such owner and holder of the Lease shall agree to be bound by its terms and conditions.

E. Anything herein contained to the contrary notwithstanding, the provisions of this Section shall inure only to the benefit of the Leasehold Mortgagee.

F. No agreement between Landlord and Tenant subsequent to the date hereof, nor any election by Tenant under the terms of the Lease, reducing the term of the Lease or canceling, terminating or surrendering the Lease shall be effective without the prior written consent of the Leasehold Mortgagee.

G. A Leasehold Mortgagee may assign this Lease and shall thereupon be released from all liability for performance or observance of covenants and conditions contained in the Lease to be performed and observed from and after the date of such assignment, provided that the assignee from such Leasehold Mortgagee shall have assumed all of the provisions of the Lease.

H. Landlord agrees to enter into one or more Landlord's Consents and Agreement with the Leasehold Mortgagee containing the terms set forth in this Section and such other reasonable terms as may be reasonably required by the Leasehold Mortgagee. If requested by a Leasehold Mortgagee, Landlord agrees to join with Tenant in the execution of any such leasehold mortgages on terms reasonably acceptable to Landlord, provided, however, that Landlord shall not subordinate Landlord's fee interest in the Premises or its interest in this Lease to the lien of such leasehold mortgages and provided that no such joinder shall in any way render Landlord liable for repayment of any indebtedness of Tenant secured by any such leasehold mortgage or otherwise.

I. Any notices required under this Section 18 shall be addressed to MaineHousing at Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; to _____, in accordance with the provisions of Section 18 of this Lease, and to such other or successor entities holding leasehold mortgages upon the Project.

SECTION 19. INCOME TAX TREATMENT. The parties agree that, as between them, the Tenant shall be entitled to all depreciation deductions with respect to any depreciable

property comprising a part of the Project or located on the Premises and to any low-income housing tax credits with respect to the Project. Notwithstanding any other provision of this Lease, Tenant shall be deemed, for such purposes, to have the benefits and burdens of ownership of the Premises, in order that Tenant shall be treated as the owner of the Premises for purposes of the income tax laws.

SECTION 20. EMINENT DOMAIN. If at any time during the term of this Lease the entire Premises, or, in the judgment of the Tenant, such a substantial portion thereof as would render the balance of the Premises not suitable for the use set forth in Section 4 hereof shall be taken or appropriated by any competent authority for public or quasi-public use (a "Taking") this Lease shall terminate upon the date of the Taking, this Lease shall terminate, and rents and other charges shall be apportioned between Landlord and Tenant. In the event of a Taking, the parties agree to cooperate in applying for and prosecuting any claims for the Taking and further agree that Tenant shall be entitled to the amount of compensation, if any, applicable to Tenant's leasehold estate. In the event of a partial taking or appropriation, Tenant shall be entitled to such amounts as shall be just and equitable.

SECTION 21. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office, but each party agrees to execute, acknowledge, and deliver a memorandum of this Lease in appropriate form for recording, in accordance with Maine statute.

SECTION 22. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by overnight courier or delivery service to the addresses set forth on the first page of this Lease, with copies of notices to Tenant sent to _____, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, ME 04101, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other. A copy of any notice sent pursuant to this Lease shall be sent simultaneously to _____, Attn: _____; to Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330, Attn: Legal Services or such other address as may be designated by written notice from MaineHousing to the Landlord and Tenant; and to _____, its successors and assigns ("Limited Partner") as described in Section 27.

SECTION 23. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 24. MAINE LAW; SUCCESSORS AND ASSIGNS. This Lease shall be governed by, and construed in accordance with, the laws of the State of Maine. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties and their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means the

owner of the Premises only for the duration of said owner's ownership thereof, so that in the event of any sale or transfer of the Premises, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, provided that such sale or other transfer is in compliance with the requirements of Section 16.2 of this Lease.

SECTION 25. MORTGAGES UPON LANDLORD'S FEE INTEREST. Except as set forth in Section 18.2 H. concerning joinders by Landlord in leasehold mortgages granted by Tenant, Landlord shall not have any right to execute any mortgage of Landlord's interest in the Premises without the prior written consent of Tenant and all Leasehold Mortgagees. Tenant's consent shall not be unreasonably delayed, withheld, or conditioned. Landlord acknowledges that Tenant intends to execute and deliver mortgages of Tenant's leasehold interest in the Premises and to give conditional assignments of the Lease to secure construction and permanent financing for the Project, including without limitation, leasehold mortgages and conditional assignments to _____, the City of Portland, and Maine State Housing Authority and their respective successors and assigns, as set forth in Section 18 of this Lease. Landlord agrees to execute, promptly upon request, and to obtain from any holder of any mortgage upon Landlord's fee interest, any instrument required by _____, the City of Portland, Maine State Housing Authority, or any other Project lender or investor evidencing Landlord's agreement to recognize and attorn to such leasehold mortgagees and not to disturb Tenant's occupancy of the Premises so long as Tenant is not in default beyond any applicable cure period or anyone claiming by, through or under Tenant, including Tenant's mortgagees, provided that such instruments are in form reasonably satisfactory to Landlord as indicated by Landlord prior to the execution thereof. Landlord further agrees to provide Tenant's mortgagees with such estoppel certificates as they may request, provided that such certificates are in form reasonably satisfactory to Landlord..

SECTION 26. AMENDMENTS. This Lease, including any exhibits hereto, may be modified only by a written instrument duly authorized and signed by Landlord and Tenant. Landlord and Tenant shall not enter into any amendment that modifies any provision respecting or affecting Tenant's mortgagees or investors without the prior written consent of such mortgagees and investors. So long as the Limited Partner is a limited partner of Tenant, no amendment or modification to this Lease shall be effective without the prior written consent of the Limited Partner.

SECTION 27. INVESTOR PROTECTION PROVISIONS.

A. Notwithstanding anything to the contrary herein, the partners of Tenant shall have the right to sell, transfer or pledge their interests in Tenant pursuant to the terms of the Tenant's limited partnership agreement without the consent of the Landlord and any such sale, transfer or pledge shall not (i) be an event of default hereunder, or (ii) entitle Landlord to raise the rent hereunder or impose any transfer fee.

B. Notwithstanding anything to the contrary herein, if an event of default shall have occurred hereunder, Landlord shall deliver to the Limited Partner and its successors and assigns, copies of any notices of default which are to be sent to the Tenant hereunder, and shall afford the Limited Partner the same opportunities to cure any such defaults as are offered to Tenant's

mortgagees of record with respect to the Premises hereunder. The Limited Partner's address shall initially be _____, and the Limited Partner may designate another address from time to time by written notice to the Landlord and Tenant.

C. Notwithstanding anything to the contrary herein, if the general partner of Tenant is in default under the terms of the Tenant's limited partnership agreement and/or is removed as a partner of the Tenant, such default and/or removal shall not (i) be an event of default under this Lease, or (ii) entitle Landlord to raise the rent under this Lease, or impose any transfer fee, provided that the new general partner is appointed pursuant to the terms of the Tenant's limited partnership agreement.

SECTION 28. CONDITIONS TO TENANT'S OBLIGATIONS.

Notwithstanding anything to the contrary herein, Tenant's obligations to lease the Premises and construct the Project is expressly subject to the receipt, at Tenant's sole expense, of all local, state, federal and quasi-municipal approvals necessary for construction, completion and operation of the Project, allocation of low income housing tax credits from Maine State Housing Authority in an amount requested by Tenant, and receipt of financing for the Project upon terms and in such amounts as are reasonably satisfactory to Tenant. Tenant acknowledges and agrees that Landlord is acting in its capacity as the owner of the Premises in connection with this Lease, and not in its regulatory capacity, and as such, nothing in this Agreement is intended, or shall be construed to be, a regulatory approval from the City for any aspect of the Project.

SECTION 29. RIGHTS UPON TERMINATION; REMOVAL OF PROPERTY.

A. Tenant agrees that upon the expiration of the Term of this Lease or sooner termination thereof, the Premises will be delivered to City in good condition, reasonable wear and tear excepted, and all Tenant Improvements and other personal property of Tenant located on the Premises shall remain on, or be removed from, the Premises as provided herein. Upon the termination or expiration of this Lease, all rights of Tenant hereunder to possession of the Premises shall immediately terminate.

B. Upon expiration or earlier termination of the Lease all Tenant Improvements shall become the property of the City and title thereto shall vest in City, free and clear of all liens and encumbrances except those in place on the date hereof or subsequently consented to by the City, as of the thirty-first day following the effective date of such termination without the need for a bill of sale or any other conveyance documentation; provided, however, upon written notice from City to Tenant prior to the date of termination of this Lease Agreement, City may require Tenant to remove from the Premises all such Tenant Improvements and any other personal property within thirty (30) days after the date of such termination and to repair any damage to the Premises caused by said removal and to restore the Premises to its original condition at the commencement of the Term, reasonable wear and tear excepted, all at Tenant's sole expense.

C. Tenant's Failure to Remove. Upon vesting of title in City in any buildings, fixtures or personal property pursuant to the terms of this Article, City shall have the right to use, lease, sell, assign, remove or otherwise dispose of, or store such property, subject to the requirements of any then applicable laws for the disposition of abandoned property. City shall be entitled to all proceeds from any such use, lease, sale, assignment or other disposition; and in the event Tenant was required to remove such property under the terms of this section and failed to do so, Tenant shall be liable to City for all losses, fees, or costs incurred by City in such use, lease, sale, assignment, removal, storage or other disposition, including without limitation reasonable attorney's fees, and any costs or expenses incurred by City to repair any damage to the Premises caused by said removal and to restore the Premises to its present condition, as a graded and unimproved lot.

SECTION 30 NON-WAIVER.

No waiver by either party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. If any action by Tenant shall require the consent or approval of City, City's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

SECTION 31: ATTORNEYS' FEES

Tenant shall reimburse Landlord for all reasonable attorney's fees and expenses incurred in connection with the enforcement of the City's rights under this Agreement.

SECTION 32: EXECUTION OF LEASE.

In no event will the City execute this Lease prior to the closing of all financing required for Tenant's construction of the Project as defined in this Lease.

SECTION 33: NO THIRD PARTY BENEFICIARIES.

Nothing in this Lease, expressed or implied, is intended to confer upon any person or party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

LANDLORD:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

TENANT:

_____, L.P.

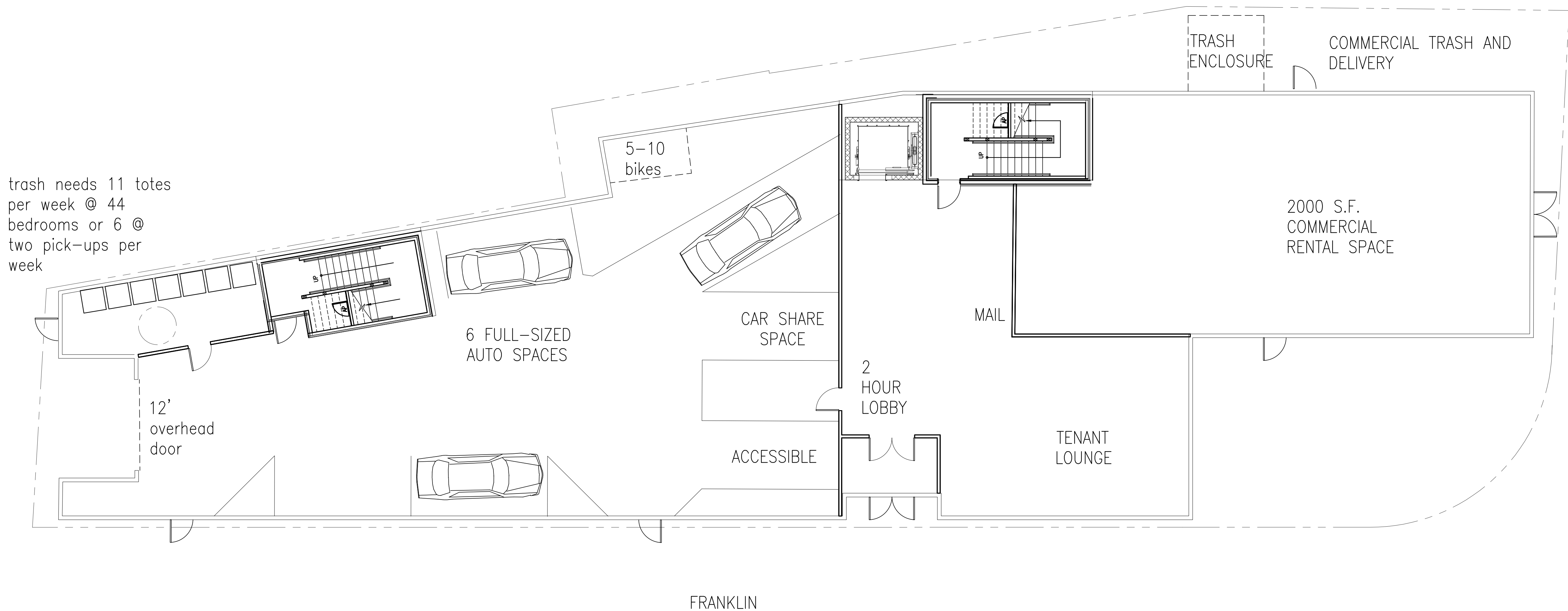
By: CHOM Development Corporation, its General
Partner

By: _____
Printed name:
Its

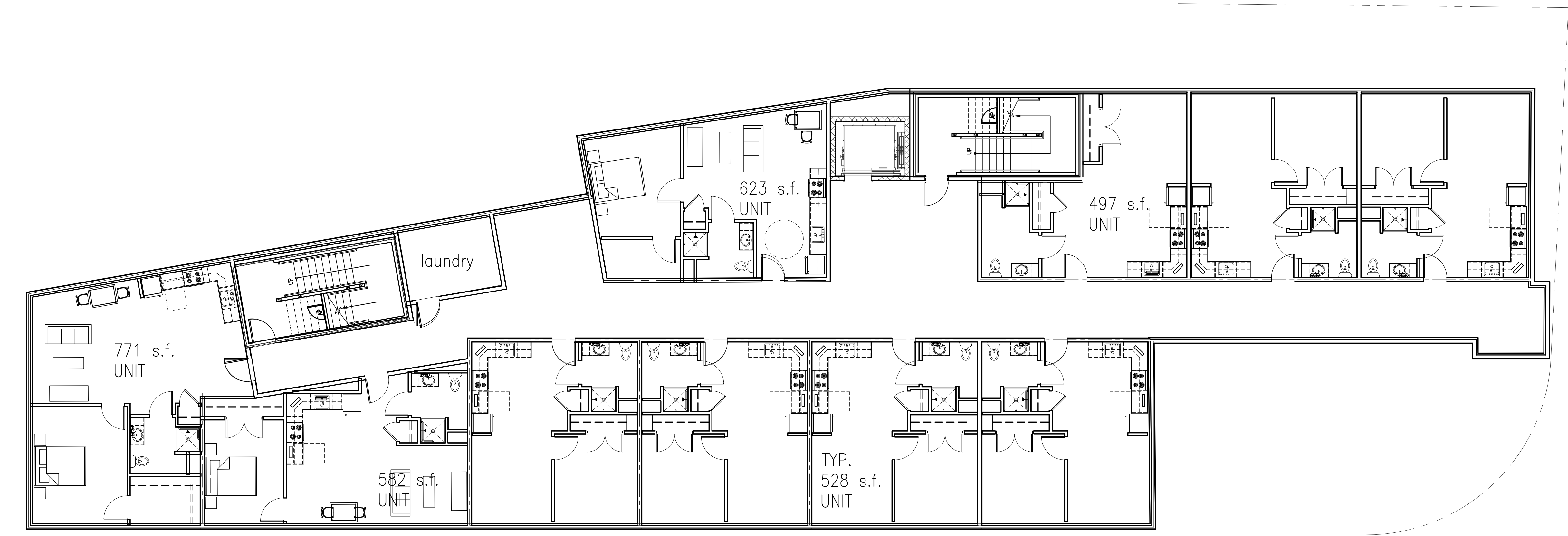
EXHIBIT A

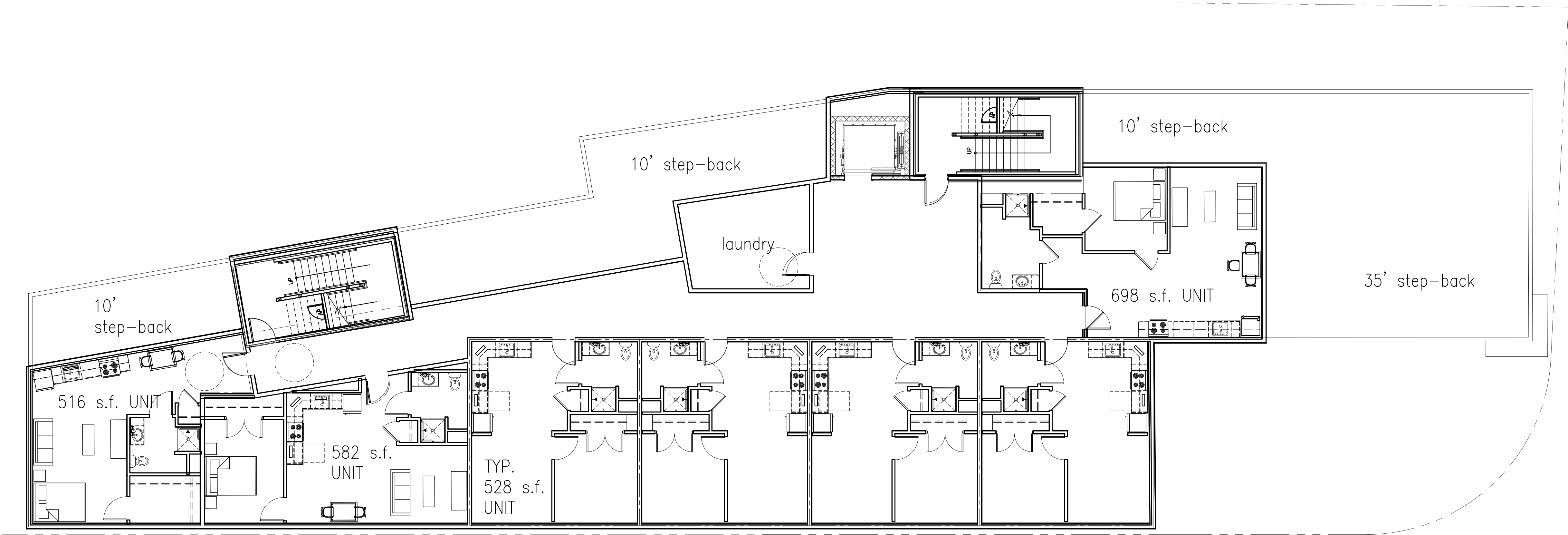
EXHIBIT B

Attachment 3a.



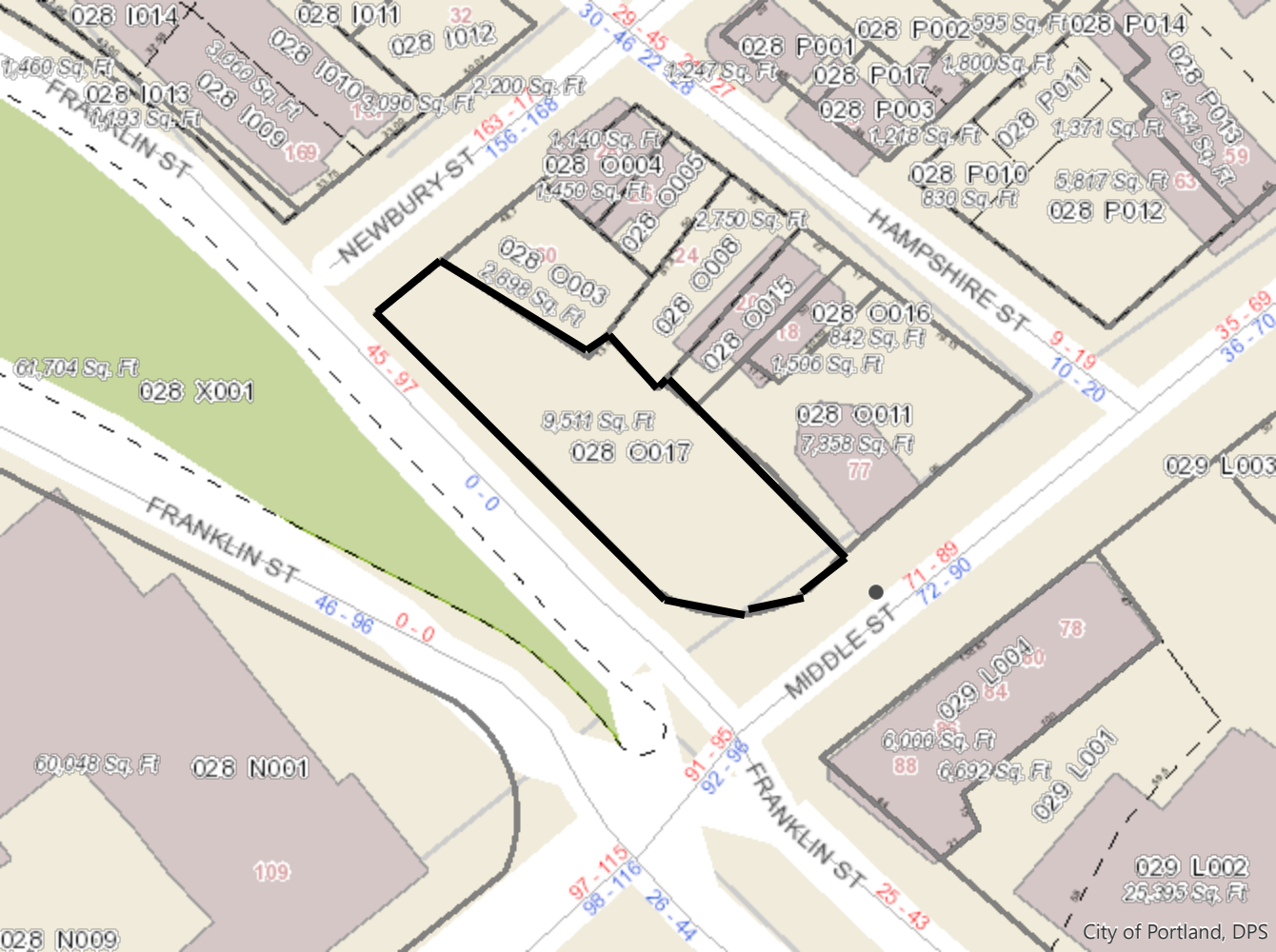
REVISIONS					











83 Middle Street

DEVELOPMENT BUDGET

		Total	LIHTC BASIS		
			REHAB	ACQ	INELIGIBLE
Acquisition:					
Acquisition: Land		\$ 99			
Acquisition: Building	\$ 99	\$ -		\$ -	
Acquired Reserves		\$ -			
Construction:					
Construction/Rehab		\$ 8,659,286	\$ 8,659,286		
Site Improvements		\$ -	\$ -		
Environmental		\$ -	\$ -		
Contractor Fee	\$ 8,659,286	\$ -	\$ -		
P&P Bonds		\$ -	\$ -		
FF&E		\$ -	\$ -		
5.0% Contingency		\$ 432,964	\$ 432,964		
Soft Costs:					
1.50% Permits & Fees		\$ 88,804	\$ 88,804		
Architect - Design		\$ 320,000	\$ 320,000		
Architect - Supervision		\$ 120,000	\$ 120,000		
Environmental Engineering		\$ 10,000	\$ 10,000		
Engineering & Survey		\$ 20,000	\$ 20,000		
Pre-construction services		\$ 20,000	\$ 20,000		
Relocation					
Third Party Reports		\$ 20,000	\$ 20,000		
Accounting & Audit		\$ 10,500	\$ 10,500		
Developer Legal		\$ 77,000	\$ 72,000	\$ 5,000	
Taxes + Insurance		\$ 60,000	\$ 60,000		
Soft Cost Contingency		\$ 13,575	\$ 13,575		
Historic + Green Consultants		\$ -	\$ -		
Title and Recording		\$ 14,000		\$ 13,300	\$ 700
Transfer Tax		\$ 0		\$ 0	
Financing:					
Construction Loan Fee	0.35%	\$ 22,050	\$ 22,050		
Construction loan interest		\$ 129,157	\$ 129,157		
Construction lender legal		\$ 20,000	\$ 20,000		
MH Commitment fee		\$ 2,000			\$ 2,000
Bank Inspections		\$ 7,500	\$ 7,500		
Syndication Fees		\$ 5,000			\$ 5,000
MH Loan Fee	2%	\$ 50,080			\$ 50,080
MH application fees		\$ 4,500			\$ 4,500
Allocation Fee	7.50%	\$ 61,875			\$ 61,875
Monitoring Fee	\$1,000	\$ 49,000			\$ 49,000
Other:					
Lease Up + Marketing					\$ -
Misc:		\$ -			\$ -
Startup & Organization		\$ -			\$ -
Developer Fees		\$ 750,000	\$ 725,000	\$ 25,000	\$ -
Reserves:					
Supportive Services Reserve		\$ -			\$ -
Replacement Reserves		\$ 86,593			\$ 86,593
Operating Reserves		\$ 245,631			\$ 245,631
Tax and Insurance Reserve		\$ 69,417			\$ 69,417
Lease Up Reserve		\$ 1,599			\$ 1,599
TOTAL		\$ 11,370,630	\$ 11,101,998	\$ 43,300	\$ 576,394

83 Middle Street

INCOME INFORMATION

Unit Type	UNIT COUNT	AFFORDABLE UNITS		Square Feet	Target AMI	Current Rents	Market Rents	Fair Market Rents	LIHTC Rents (2018)	Utility Allowance	Pro Forma Rents	Rent/SF	Gross Monthly Rent
		Sec 8	LIHTC										
Studio	9		9	400	50%			\$989	\$813	\$33	\$780	\$1.95	\$7,020
Studio	14		14	400	60%			\$989	\$976	\$33	\$943	\$2.36	\$13,202
1BR	10		10	650	50%			\$1,071	\$871	\$43	\$828	\$1.27	\$8,280
1BR	13		13	650	60%			\$1,071	\$1,046	\$43	\$1,003	\$1.54	\$13,039
2BR	1		1	875	50%			\$1,387	\$1,046	\$56	\$990	\$1.13	\$990
2BR	2		2	875	60%			\$1,387	\$1,255	\$56	\$1,199	\$1.37	\$2,398
3BR	0		0	1040	50%			\$1,829	\$1,209	\$70	\$1,139	\$1.10	\$0
3BR	0		0	1040	60%			\$1,829	\$1,451	\$70	\$1,381	\$1.33	\$0
												Total Monthly	\$44,929
												Total Annual	\$539,148
TOTAL	49	0	49	% of LIHTC Units by BR Type				Parking Analysis		Parking Cost		Total Monthly	\$44,929
		50%	40.8%	0BR	46.94%	1BR	46.94%	Units	49	Off-Site		Total Annual	\$539,148
		60%	59.2%	2BR	6.12%	3BR	0.00%	Est Ratio		\$: overnight			
		market	0.0%					Total Demand		\$: full day			
								On-Site	6	Monthly Exp			

83 Middle Street

EXPENSE INFORMATION

	Escalation	Pro Forma Expenses	Per Unit
real estate taxes	3.0%	\$ 58,800	1,200
insurance	3.0%	\$ 34,300	700
utilities	3.0%	\$ 65,170	1,330
management fee	6.0%	\$ 30,851	630
parking	3.0%	\$ -	0
administrative	3.0%	\$ 55,125	1,125
audit	3.0%	\$ 8,575	175
repairs + maintenance	3.0%	\$ 58,800	1,200
resident services	3.0%	\$ 14,210	290
other	3.0%	\$ 4,900	100
replacement reserve	2.0%	\$ 22,050	450
TOTAL	3.0%	\$ 352,781	7,200
	PER UNIT	\$ 7,200	
Interest on Reserves	1.5%		

83 Middle Street

DEBT INFORMATION

	DSCR	AMOUNT	RATE	TERM	AMORT	ANNUAL DEBT SERVICE	LOAN AMT PER UNIT	LOAN AMT PER LI UNIT
MH Amortizing Loan	1.25	\$2,504,003	6.000%	30	30	\$150,240	\$51,102	\$51,102
MH RLP	1.25	\$ 980,000	0.00%	30	30	\$0	\$20,000	\$20,000
City HOME Funds		\$ 330,000	0.00%	0	0		\$6,735	\$6,735
AHP Grant	0.00	\$ -	0.00%	30	30			
Deferred Developer Fee	0.00	\$ 212,500	5.00%	15	15			
other		\$ -						
Blended Debt	1.15					\$150,240		
						\$22,929	net surplus cash	
Total Tax-Exempt Bond Debt	0							
construction loan		\$ 6,300,000	4.85%	0				

83 Middle Street

15 -YEAR PRO FORMA																
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income	Potential Gross Income	539,148	549,931	560,930	572,148	583,591	598,181	613,135	628,464	644,175	660,280	676,787	693,706	711,049	728,825	747,046
	Vacancy Loss	(26,957)	(27,497)	(28,046)	(28,607)	(29,180)	(29,909)	(30,657)	(31,423)	(32,209)	(33,014)	(33,839)	(34,685)	(35,552)	(36,441)	(37,352)
	Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Other Income	2,000	2,020	2,040	2,061	2,081	2,102	2,123	2,144	2,166	2,187	2,209	2,231	2,254	2,276	2,299
	Effective Gross Income	514,191	524,454	534,923	545,601	556,493	570,374	584,602	599,185	614,132	629,453	645,157	661,252	677,750	694,660	711,993
Expenses	real estate taxes	47,040	48,451	49,905	51,402	52,944	54,532	56,168	57,853	59,589	61,377	63,218	65,114	67,068	69,080	71,152
	insurance	34,300	35,329	36,389	37,481	38,605	39,763	40,956	42,185	43,450	44,754	46,096	47,479	48,904	50,371	51,882
	utilities	65,170	67,125	69,139	71,213	73,349	75,550	77,816	80,151	82,555	85,032	87,583	90,211	92,917	95,704	98,575
	management fee	30,851	31,777	32,730	33,712	34,724	35,765	36,838	37,943	39,082	40,254	41,462	42,706	43,987	45,306	46,666
	parking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	administrative	55,125	56,779	58,482	60,237	62,044	63,905	65,822	67,797	69,831	71,926	74,083	76,306	78,595	80,953	83,382
	audit	8,575	8,832	9,097	9,370	9,651	9,941	10,239	10,546	10,863	11,188	11,524	11,870	12,226	12,593	12,970
	repairs + maintenance	58,800	60,564	62,381	64,252	66,180	68,165	70,210	72,317	74,486	76,721	79,022	81,393	83,835	86,350	88,940
	resident services	14,210	14,636	15,075	15,528	15,993	16,473	16,967	17,477	18,001	18,541	19,097	19,670	20,260	20,868	21,494
	other	4,900	5,047	5,198	5,354	5,515	5,680	5,851	6,026	6,207	6,393	6,585	6,783	6,986	7,196	7,412
	replacement reserve	22,050	22,491	22,941	23,400	23,868	24,345	24,832	25,329	25,835	26,352	26,879	27,416	27,965	28,524	29,095
	Operating Expenses	(341,021)	(351,032)	(361,338)	(371,948)	(382,873)	(394,120)	(405,700)	(417,623)	(429,899)	(442,537)	(455,550)	(468,947)	(482,742)	(496,944)	(511,567)
	Net Operating Income	173,169	173,423	173,586	173,653	173,620	176,254	178,901	181,562	184,234	186,916	189,607	192,305	195,009	197,716	200,425
	TIF Reimbursement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financing Expenses	MH Amortizing Loan	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)	(150,240)
	DF Loan	0	(1,000)	(4,000)	(4,000)	(4,000)	(4,000)	(14,000)	(15,000)	(18,000)	(20,000)	(22,000)	(24,000)	(27,000)	(28,500)	(27,000)
		(150,240)	(151,240)	(154,240)	(154,240)	(154,240)	(154,240)	(164,240)	(165,240)	(168,240)	(170,240)	(172,240)	(174,240)	(177,240)	(178,740)	(177,240)
	Net Cash Flow	22,929	22,183	19,346	19,413	19,380	22,013	14,661	16,322	15,994	16,676	17,367	18,065	17,768	18,976	23,185
	DSCR	1.15	1.15	1.13	1.13	1.13	1.14	1.09	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.13
	NOI/Unit	\$468	\$453	\$395	\$396	\$396	\$449	\$299	\$333	\$326	\$340	\$354	\$369	\$363	\$387	\$473

MEMORANDUM
City Council Agenda Item

FROM: Deborah Andrews

DATE: August 16, 2019

SUBJECT: **Order 44-19/20 Designating 17 Structures on or Adjacent to Forest Avenue as Historic Landmarks and Amending the Map of Designated Historic Resources - Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: Jon Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/4/2019

Final Action 9/16/2019

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

PRESENTATION: Christine Grimando, Acting Director, Department of Planning and Urban Development

Deb Andrews, Historic Preservation Program Manager

5-8 minute presentation

I. SUMMARY

The Historic Preservation Board is recommending that 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of the historic preservation ordinance, based on findings that each of the subject structures meets the minimum criteria for landmark designation.

II. AGENDA DESCRIPTION

The Historic Preservation Board is recommending that seventeen 17 historic structures on or adjacent to Forest Avenue be designated as individual landmarks under the provisions of Portland's historic preservation ordinance. Properties recommended for landmark designation are as follows: 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue; and 536 Deering Avenue.

All of the buildings, located between the I-295 interchange and Woodfords Corner, are thematically related in that they represent key chapters in Forest Avenue's late 19th and early 20th century development, particularly its era as a street car line serving the emerging suburban neighborhoods around it as well as the period when this section of Forest Avenue was known as "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses. The Historic Preservation Board's recommendation is based on findings that each of the buildings meet the historic preservation ordinance's minimum criteria for designation.

Designation of Forest Avenue's key historic structures is pursuant to a number of expressed goals and strategies included in the City's recently adopted Comprehensive Plan, Portland's Plan 2030. In the Plan, Woodfords Corner is identified as a priority node warranting enhancement in order to better serve neighborhood needs. The Plan identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract

quality mixed-use, higher density growth. The Plan also recommends ongoing identification and designation of important historic assets, particularly in off-peninsula areas, and highlights historic preservation as an effective economic development tool. By preserving and enhancing Forest Avenue's key historic assets, the corridor's unique identity will be retained and the positive urban design characteristics exhibited by the identified historic structures will serve as a model for new development.

Landmark designation does not run counter to the City's goal of encouraging additional mixed-use, higher density growth along Forest Avenue. As is made clear in the cover document accompanying the recommended landmark designations and in the individual building descriptions themselves, the subject properties may be more intensively developed in the future, either through the construction of additional floors set back from the building façade and/or removal of noncontributing rear portions of the building for redevelopment. This preservation approach has been used effectively in numerous communities with designated one-or two-story historic auto showrooms.

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

III. BACKGROUND

This designation initiative is based on the findings of several historic building surveys conducted of Forest Avenue, including a 2011 survey conducted by the Maine Historic Preservation Commission that found all of the subject structures eligible for listing in the National Register of Historic Places. An updated and more detailed survey conducted by Greater Portland Landmarks in 2015 with assistance from the City of Portland shed additional light on their significance and eligibility for designation.

Other considerations prompted this designation effort as well. Planning and Historic Preservation staff wish to be proactive in identifying Forest Avenue's historic structures as assets that warrant preservation rather than responding on a case-by-case basis when a proposal for demolition or redevelopment is brought forward. Designation provides a level of certainty regarding the status of the property that is to all parties' advantage. Staff recognize that this section of Forest Avenue is likely to evolve in the coming years as the mix of uses changes, USM grows, demand for housing increases, etc. With these potential changes, there is an opportunity to build upon the identified assets of the street and encourage a development pattern that is more consistent with the City's urban design goals. The historic buildings that remain on Forest Avenue exhibit many of the urban design characteristics that the Planning & Urban Development Department hopes to encourage in new development.

Finally, this designation proposal is part of a broader initiative on the part of the City of Portland to invest in Forest Avenue and Woodfords Corner with public infrastructure improvements, public art and zoning changes. It also complements the goals of the Friends of Woodfords Corner, which was formed in 2015 to become an advocate for revitalizing the area. Indeed, by seeking Main Street Affiliate status through the National Main Street program, the organization recognizes that preservation is a key element of the Main Street strategy.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

As noted above, designation of key historic landmarks on Forest Avenue and at Woodfords Corner is consistent with several stated goals of the 2030 Comprehensive Plan.

V. FINANCIAL IMPACT

There is no immediate or direct fiscal impact from the proposed change. Designated historic commercial

structures have been shown to not only hold their value, but to appreciate at a higher rate than new commercial structures. Additionally, as noted above, historic designation does not preclude more intensive development on portions of the subject properties.

VI. STAFF ANALYSIS AND BACKGROUND

Prior to any public review process, Historic Preservation and Planning Staff made numerous efforts - in letters and e-mails - to reach out to the owners of properties identified for potential designation. Property owners were invited to meet with or call staff so that their questions could be answered and any specific concerns addressed. With little to no response from the affected property owners, staff was directed to proceed with the public review process. Four preliminary workshops were held to review the intent of designation, describe the historic and/or architectural significance of the individual structures and describe the larger planning context of this initiative. Public comment was taken at each meeting.

During the workshops, a number of the affected property owners voiced opposition to the designation. Among the arguments made were that designation would reduce the value of their property, make their building difficult to sell, affect their ability to use the property as they needed to, make it harder and more costly to make changes to their building. Some owners objected to any outside oversight of their buildings, noting that they had been good stewards of their property and that they saw designation as "punishment" for their efforts.

To further clarify the process and implications of designation, affected property owners were invited to an additional informational session prior to the public hearing. The presentation included details on what activities require review under the historic preservation ordinance, the review process, timeframes for review and approval, etc. The session was attended by representatives of only two of the nominated properties.

VII. RECOMMENDATION

On July 24th, the Historic Preservation Board voted unanimously to recommend to the City Council that the properties at 309, 330, 331, 343, 355, 364, 495, 501, 517, 525, 533, 617, 630, 643-651, 648 and 660 Forest Avenue and 536 Deering Avenue receive landmark designation.

VIII. LIST ATTACHMENTS

1. Forest Avenue Historic Structures Designation 9.4.2019
2. Att. 1 - 7-24-29 staff report to HP Board
3. Att. 2 - Forest Avenue Summary Historic Context Statement
4. Att. 3 - Map of Forest Avenue designations
5. Att. 4 - Summary page for nominated landmarks
6. Att. 5 - Individual Building Descriptions
7. Att. 6 - Public Comment

Prepared by:

Deborah Andrews

Date: 8/16/2019

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING 17 STRUCTURES ON OR ADJACENT TO
FOREST AVENUE AS HISTORIC LANDMARKS
AND AMENDING THE MAP OF DESIGNATED HISTORIC RESOURCES**

WHEREAS, the City Council is authorized pursuant to Portland City Code Chapter 14, Section 622 to designate structures as historic landmarks in the City; and

WHEREAS, the Portland Historic Preservation Board has recommended the designation of seventeen (17) structures on or adjacent to Forest Avenue as historic landmarks, based on findings that each of the structures meets the minimum criteria for landmark designation; and

WHEREAS, the 17 structures remain as a record of Forest Avenue's development history, including its era as a streetcar line serving Deering's new residential neighborhoods around the turn of the century and the decades when it was recognized as Portland's "Auto Row"; and

WHEREAS, the designation of the 17 structures on or adjacent to Forest Avenue as historic landmarks will fulfill a stated objective of the Comprehensive Plan called the Portland Plan 2030 to protect the City's historic resources through ongoing identification and designation of eligible landmarks and districts; and

WHEREAS, the designation of the 17 structures on or adjacent to Forest Avenue as historic landmarks will fulfill other stated objectives of the Portland Plan 2030, which identifies Forest Avenue as a priority corridor where additional planning measures are recommended to discourage typical suburban commercial development patterns and attract quality mixed-use, higher density growth, through identifying and designating important historic assets in this off-peninsula area; and

WHEREAS, the designation will prevent the demolition of these 17 structures on or adjacent to Forest Avenue and avoid the incremental loss of character that can occur through inappropriate building alterations and additions over time, and will encourage renovation and additions that are compatible with the buildings' historic character; and

WHEREAS, the designation will not preclude future redevelopment of noncontributing portions of the subject properties, which are identified in the individual building descriptions;

NOW THEREFORE BE IT HEREBY ORDERED, that, pursuant to Chapter 14, Section 622, the Portland City Council hereby designates the 17 structures on or adjacent to Forest Avenue in the following list as historic landmarks; and

1. 309 Forest Avenue;
2. 330 Forest Avenue;
3. 331 Forest Avenue;
4. 343 Forest Avenue;
5. 355 Forest Avenue;
6. 364 Forest Avenue;
7. 495 Forest Avenue;
8. 501 Forest Avenue;
9. 517 Forest Avenue;
10. 525 Forest Avenue;
11. 533 Forest Avenue;
12. 617 Forest Avenue;
13. 630 Forest Avenue;
14. 643-651 Forest Avenue;
15. 648 Forest Avenue;
16. 660 Forest Avenue; and
17. 536 Deering Avenue;

BE IT FURTHER ORDERED, that the map of Historic Districts with Landmarks and Historic Landscape Districts is hereby amended to include the 17 structures on or adjacent to Forest Avenue as landmarks as set forth on the attached map.

**HISTORIC PRESERVATION BOARD
CITY OF PORTLAND, MAINE**

**PUBLIC HEARING
FOREST AVENUE AND WOODFORDS CORNER**

TO: Chair Sheridan and Members of the Historic Preservation Board
FROM: Deb Andrews, Historic Preservation Program Manager
DATE: July 15, 2019
RE: July 24, 2019 **PUBLIC HEARING**
**Finding of eligibility for landmark designation according to ordinance
designation criteria and formal recommendation to City Council
regarding designation**

Subject Structures:

536 Deering Avenue	Engine Company No. 8 Firehouse	1907
309 Forest Avenue	Firestone Auto Supply & Service Store	1930-31
330 Forest	Van Blarcom Incorporated Auto. Garage	1919
331 Forest	A.S. Hinds Laboratory Bldg.	1920
343 Forest	Miles B. Mank Motor Car Company	1916-1917
355 Forest	L.C. Gilson Automobile Co. Bldg.	1922
364 Forest	Oakhurst Dairy	1951-1953
495 Forest	Packard Motor Car Co. Showroom	1927
501 Forest	Gleason Chrysler Auto Dealership	1927
517 Forest	Clifton R. Shaw Auto Dealership	1928
525 Forest	John S. Goff Chevrolet Bldg.	1927-1928
533 Forest	Studebaker Automobile Dealership	1928
617 Forest	Great Atlantic & Pacific Tea Co. Store	1915
630 Forest	Darling-Kidder Motor Car Company	1917
643-651 Forest	Odd Fellows Block	1897
648 Forest	Chapman Block	1916
660 Forest	Valle's Sandwich Shop	1964

Introduction

Following four preliminary review sessions, the Historic Preservation Board will hold a public hearing and conduct final deliberations on the Planning Department's proposal to designate seventeen historic structures on Forest Avenue and Deering Avenue as individual landmarks under the criteria set forth in the historic preservation ordinance (Article IX of the Land Use Code). The nominated buildings record the story of Forest Avenue's development history, especially its era as a street car line

around the turn of the twentieth century and the decades when it was recognized as Portland's "Auto Row".

The Board will be making 1) a formal finding as to whether each of the identified structures meets the minimum criteria for landmark designation, citing applicable criteria; and 2) a recommendation to the City Council regarding designation of the subject structure as a local landmark. As the buildings are being considered for individual landmark designation, each building will be voted upon separately.

Context of Proposed Designations, Planning Goals

As noted in previous staff reports and presentations, a number of precipitating factors and planning goals have prompted this designation initiative. First and foremost, given the historical significance of Forest Avenue as one of Portland's earliest and most important transportation corridors and given the fact that important historic structures remain to record key chapters in the corridor's evolution, it is consistent with the stated purpose of Portland's historic preservation ordinance to designate such structures in order to ensure their preservation over time.

This designation initiative is also pursuant to the findings of several historic building surveys conducted of Forest Avenue. A survey conducted by the Maine Historic Preservation Commission in 2011 identified the structures now under consideration as historically and/or architecturally significant and eligible for listing in the National Register of Historic Places. An updated and more detailed survey conducted by Greater Portland Landmarks in 2015 with assistance from the City of Portland shed additional light on their significance and eligibility for designation.

Other considerations prompted this designation effort as well. Planning and Historic Preservation staff wish to be proactive in identifying Forest Avenue's historic structures as assets that warrant preservation rather than responding on a case-by-case basis when a proposal for demolition or redevelopment is brought forward. Designation provides a level of certainty regarding the status of the property that is to all parties' advantage. Staff recognize that this section of Forest Avenue is likely to evolve in the coming years as the mix of uses changes, USM grows, demand for housing increases, etc. With these potential changes, there is an opportunity to build upon the identified assets of the street and encourage a development pattern that is more consistent with the City's urban design goals. The historic buildings that remain on Forest Avenue exhibit many of the urban design characteristics that the Planning & Urban Development Department hopes to encourage in new development: for example, the buildings are set close to the street, are constructed of high quality materials, provide architectural interest and feature expansive storefront windows that allow for visibility of the interior and attract pedestrian traffic.

As has been demonstrated in the Old Port Historic District, Congress Street Historic District and India Street Historic District, preservation is an effective and proven economic development tool. As suburban sprawl and roadside development make more and more commercial areas look the same, preservation of historic structures along traditional commercial corridors like Forest Avenue ensures that what makes the corridor unique or distinctive is retained.

Preserving these landmarks can provide the area with a competitive edge. Studies from across the country have shown that when key landmarks are highlighted and enhanced through sensitive rehabilitation, others are inspired to invest in the area. Quality investment stabilizes commercial areas and boosts property values.

Finally, this designation proposal is part of a broader initiative on the part of the City of Portland to invest in Forest Avenue and Woodfords Corner with public infrastructure improvements, public art and zoning changes. It also complements the goals of the Friends of Woodfords Corner, which was formed in 2015 to become an advocate for revitalizing the area. Indeed, by seeking Main Street Affiliate status through the National Main Street program, the organization recognizes that preservation is a key element of the Main Street strategy.

Landmark Designation Criteria

In evaluating the eligibility of a structure, site or area for landmark or historic district designation, the Board must find that the nominated historic resource meets **at least one** of six identified criteria under Sec. 14-610 (a) of the ordinance (Minimum Criteria for Designation). Additionally, the Board must find that the structure, site or area meets the ordinance's "integrity" standard under Sec. 14-611.

The minimum criteria for designation are as follows:

Sec. 14-610. Minimum criteria for designation.

(a) The historic preservation board shall limit its consideration to the following criteria in making a determination on a proposed nomination of an area, site, structure or object for designation by ordinance as a landmark or district:

- 1. Its value as a significant example of the cultural, historic, architectural, archeological or related aspect of the heritage of the City of Portland, State of Maine, New England region, or the United States;*
- 2. Its location as a site of a significant historic or prehistoric event or activity which may have taken place within or which involved the use of any existing structure on the property;*
- 3. Its identification with a person or persons who significantly contributed to the cultural, historic, architectural, archeological or related aspect of the development of the City of Portland, State of Maine, New England region, or the United States;*
- 4. Its exemplification of a significant architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;*
- 5. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the history or development of the City of Portland, the State of Maine, the New England region, or the United States; or*
- 6. Its representation of a significant cultural, historic, architectural, archeological or related theme expressed through distinctive areas, sites, structures or objects that may or may not be contiguous.*

Sec. 14-611. Integrity of landmarks and historic districts.

Any area, structure or object that meets the criteria in section 14-610 must also have sufficient integrity of location, design, condition, materials and workmanship to make it worthy of preservation or restoration.

Nominated Structures, Areas of Significance:

All seventeen structures nominated for landmark designation are located between the I-295 interchange and Woodfords Corner. With the exception of the former Engine Company No. 8 Firehouse at 536 Deering Avenue, all of the buildings are located on Forest Avenue. The identified buildings are thematically related in that they all represent key chapters in Forest Avenue's late nineteenth and early twentieth century development, particularly its era as a street car line serving the new suburban neighborhoods that were developing off the Portland peninsula as well as the period when it became known as "Auto Row" due to the concentration of first-generation auto showrooms, garages and auto supply businesses located along this section of Forest.

Four of the nominated buildings—the Odd Fellows Block at 643-651 Forest, the Chapman Building at 648 Forest, the mixed-use building at 617 Forest that housed an A&P Store, and Engine Company No. 8 Firehouse at 536 Deering Avenue—are clustered at Woodfords Corner and convey the story of this key intersection at the turn of the twentieth century, when it functioned as a village center.

The auto showrooms at 330, 343, 355, 495, 501, 517, 525, 533, and 630 Forest Avenue are not only historically significant for their association with Forest Avenue's reputation as Auto Row, they're also architecturally significant as examples of a **unique building type** that was introduced with the advent of the automobile. First generation auto showrooms were purpose-built for optimal merchandising of vehicles. As such, the buildings featured a center entry flanked by two expansive showroom windows that extended to the floor to provide full views of the cars from passing traffic. These wide windows continued around the front corners of the buildings for one or two bays on the side elevations, again to provide maximum visibility of the showroom interior. Buildings were typically single story with a high ceiling. Often featuring a roof parapet, the parapet provided additional height and an area for architectural embellishment. Most of the architectural ornamentation was concentrated on the front façade and the first two bays of the side elevations. The rear portion of these showrooms was typically utilitarian in both function and appearance.

A number of the nominated structures are noteworthy for their architectural design. The former Valle's Sandwich Shop at 660 Forest is a rare example of Mid-Century Modern style architecture in Portland. The architect-designed 1953 Oakhurst Dairy Building is a good example of the International style. Similarly, the Firestone Auto Supply & Service Store (now the Rowell Building) at 309 Forest is one of the few examples of Art Deco architecture in Portland. The Beaux Arts Revival Hinds Laboratory Building at 331 Forest was designed by Portland's most celebrated architect John Calvin Stevens. And Odd Fellows Hall at 643-651 Forest was designed by well-known nineteenth century architect Francis Fassett.

Based on a review of the individual nominated structures, staff is of the opinion that nominated buildings meet the following minimum criteria for significance:

Address	Original Use	Applicable Designation Criteria
536 Deering Avenue	Engine Company No. 8 Firehouse	Criteria 1 and 6
309 Forest Avenue	Firestone Auto Supply & Service Store	4 and 6
330 Forest	Van Blarcom Incorporated Auto. Garage	4 and 6
331 Forest	A.S. Hinds Laboratory	Bldg. 1, 5 and 6
343 Forest	Miles B. Mank Motor Car Company	4 and 6
355 Forest	L.C. Gilson Automobile Co. Bldg.	4 and 6
364 Forest	Oakhurst Dairy	1 and 4
495 Forest	Packard Motor Car Co. Showroom	4 and 6
501 Forest	Gleason Chrysler Auto Dealership	4 and 6
517 Forest	Clifton R. Shaw Auto Dealership	4 and 6
525 Forest	John S. Goff Chevrolet Bldg.	4 and 6
533 Forest	Studebaker Automobile Dealership	4 and 6
617 Forest	Great Atlantic & Pacific Tea Co. Store	6
630 Forest	Darling-Kidder Motor Car Company	4 and 6
643-651 Forest	Odd Fellows Block	1, 3, 5 and 6
648 Forest	Chapman Block	1 and 6
660 Forest	Valle's Sandwich Shop	4 and 6

Consideration of Design Guidelines or Ordinance Amendments to Accompany Designations

Under the provisions of the historic preservation ordinance, any designation recommendation—either for an individual landmark or historic district—may be accompanied by design guidelines specific to the district or landmark to inform future reviews of alterations or construction (see Sec. 14-617 (c)). “The specific design guidelines may provide explanation by text and/or schematic examples of visual compatibility for purposes of Division 7 (Standards for Review of Application for Certificate of Appropriateness).”

Although there are no specialized design guidelines for most of Portland’s historic districts, some of the recent district designations were accompanied by amendments to the historic preservation ordinance or site plan ordinance that would address the special circumstances of that district. In the Congress Street Historic District, for example, for new construction in the B3 zone “the historic preservation board shall not impose conditions more restrictive than the dimensional requirements of the B3 zone”. This provision was written to reflect the fact that building heights on Congress Street vary considerably and that the heights allowed by the underlying zone were acceptable. In the case of the India Street Historic District, the site plan ordinance was amended to exempt new development within 100 feet of the district boundary from the “100-ft. rule”, which requires an advisory review by Historic Preservation staff (which can incorporate Historic Preservation Board input) as to whether a development is “generally compatible” with the character of an abutting district or landmark. This amendment was proposed by the Planning Board based on their confidence that the design guidelines

and dimensional standards of the new India Street Neighborhood Form-Base Code would be sufficient to ensure compatible development adjacent to the historic district.

During preliminary workshops on the nominated Forest Avenue structures, there was discussion of some of the unique characteristics of many of the nominated buildings (in particular, the single-story nature of most of the auto showrooms) and the potential for adding floors to these buildings. There was also discussion of some of the Planning Department's urban design goals as regards future development on Forest Avenue, including provisions for more intensive development and multi-story structures. The Historic Preservation Board was in agreement that designation of key historic structures was not intended to preclude the possibility of adding floors to existing one or two-story structures, provided the addition was of a scale, character and setback that did not negatively impact the original structure and met the historic preservation ordinance review standards. It was also generally agreed that designation was not intended to preclude more intensively developing a portion of a designated property where that portion was found to be of limited architectural significance. Staff had suggested the potential of added design guidelines applicable to the proposed individual designations that would inform current and future property owners as well as future members of the Historic Preservation Board as to the Board's intent at the time of designation.

While appreciative of the intent to provide some level of reassurance to property owners as regards Board intent, several members of the Board expressed concern about the potential for design guidelines to "prejudge or limit a future review or outcome". Chair Sheridan also noted that the ordinance as currently written allows for consideration of alterations, additions (including additional floors) and even some level of redevelopment if the specific circumstances of the property justify it. As such, Ms. Sheridan suggested there was no need for added guidelines that stated the same.

If the Board determines that additional design guidelines or modifications to the applicable ordinances are needed, staff will prepare amendment(s) to the Historic Preservation ordinance or Site Plan ordinance which will require review and approval by the City Council. The Historic Preservation Board's formal recommendation regarding landmark designation of the seventeen identified properties can proceed at this time with the understanding that any agreed-upon amendments will be pursued forthwith.

The general issues identified during preliminary workshops that prompted consideration of added design guidelines included the following:

- Applicability of the site plan ordinance's "100' rule". (The 100' rule requires that the Planning Board find that new construction within 100 feet of a designated landmark or district be found to be generally compatible with the adjacent landmark or district and requires that Historic Preservation staff provide a written assessment of the proposed development's compatibility for the Planning Board's consideration. This provision also allows HP staff to consult with the HP Board in preparing this assessment.) There were questions as whether this site plan provision need apply to the Forest Avenue designations given that the B2 zone includes design guidelines for new construction and

the question of design compatibility with existing structures is less relevant along Forest Avenue as it would be in a more architecturally cohesive area like Exchange Street.

Note: An amendment to this site plan provision would not affect the proposed landmark properties themselves, only parcels in their immediate vicinity. As such, it is not really relevant to the question of designation now before the Board. Amending the applicable site plan ordinance standard (Sec. 14-526 (b)) would require review and approval by the Planning Board and Council. In practice, where the context around a landmark is fairly eclectic, staff notes that fact in the memo to the Planning Board and the level of review is cursory.

- Alterations and additions not readily visible from a public way. As the ordinance is currently written, any exterior alteration to a designated landmark, whether visible from a public way or not, is subject to review. That is not the case for contributing buildings in historic districts. There was general consensus that for the Forest Avenue buildings under consideration, only readily visible alterations and additions should be subject to review.

Note: One option for addressing this issue would be to amend the applicable provision in the historic preservation ordinance (Sec. 14-635 (e)) to create an exception for Forest Avenue landmarks. Alternatively, information included in this report and in the final report to the City Council—as well as in a cover page attached to the group of nominated Forest Avenue landmarks (see attached)—that describes the intended limits of review intended limits of review can serve as a reference for future reviews. No separate approval process for these options would be required.

- Height allowance. The Board appeared to be in general agreement that the allowable building height in the B2 zone should be honored in any review of building additions or new construction. The *manner* in which the overall height is achieved would be subject to historic preservation review, however.

Note: This issue could be addressed in an amendment to the Historic Preservation ordinance, as was done for the Congress Street Historic District and India Street Historic District. Alternatively, the information included in the final designation report to the Council—or in the cover page attached to the nominated Forest Avenue structures—can serve as a reference for future reviews. Any change to the Historic Preservation ordinance would be subject to Council adoption.

- Consideration of future additions, including additional floors, or of partial redevelopment.

Note: As described above, there was mixed opinion as to whether additional design guidelines were necessary or appropriate to develop for the nominated landmarks on Forest Avenue. Again, the description of the Board's intent included in this report,

and/or in a cover page attached to the group of nominated structures, could serve as a reference for current or future property owners or potential developers. As well, photos with captions featuring Forest Avenue properties could be added to the Historic Resources Design Manual to illustrate how the introduction of additional floors or partial redevelopment is evaluated under the ordinance.

The individual building descriptions have been edited to identify the chief character-defining features of each building and note where a portion of the building has minimal architectural character. This information is intended to inform future reviews. If the Board felt that in addition to these changes to the individual building descriptions, amending the Historic Resource Design Manual was also needed, amending that document would require Historic Preservation Board review and approval.

The existing provisions of the Historic Preservation ordinance, combined with the summary narrative that will accompany the building descriptions, provides adequate protection, guidance, and flexibility for future review of the landmark properties without any changes to the Land Use Code or Design Manual. However, if the Board found any of the additional modifications outlined above advisable, staff would bring forward proposed amendments on a separate schedule.

Summary of Public Comment

During the preliminary workshops, a number of the affected property owners voiced opposition to the designation. Among the arguments made were that designation would reduce the value of their property, make their building difficult to sell, affect their ability to use the property as they needed to, make it harder and more costly to make changes to their buildings. Some owners objected to any outside oversight of their buildings, noting that they had been good stewards of their property and that designation was “punishment” for their efforts. The owners of 355 and 495 Forest Avenue and 536 Deering Avenue submitted written requests to remove their property from consideration. During public comment at the June 19th workshop, the owner of 495 Forest encouraged the Board, if it recommended designation, to include design guidelines or clarifying provisions that would make clear the Board’s intent that designation not preclude the possibility of added floors or other changes.

To further clarify the process and implications of designation, affected property owners were invited to an informational session on July 11th. The presentation included details on what activities require review, the review process, timeframes for review and approval, etc. The session was attended by representatives of two of the nominated properties.

Motions for Consideration

Please vote separately on each building, citing applicable designation criteria. See list of individual buildings with applicable designation criteria below the suggested motion.

On the basis of information and analysis provided in the July 24, 2019 staff report, including a historic context statement detailing the development history of Forest Avenue and documentation on each of the seventeen structures nominated for landmark designation, as well as consideration of public testimony, the Board:

- 1) Finds that the -----at ----- **meets (fails to meet)** designation criteria -----&-- of Sec. 14-610 of the historic preservation ordinance, **and meets (but fails to meet)** the integrity requirement under Sec. 14-611 of the ordinance; and
 - 2) **Based on these findings (notwithstanding these findings) recommends (does not recommend)** that ----- at -----be designated a local landmark subject to the protections of Portland's historic preservation ordinance (Article IX of the Land Use Code).
1. Engine Company No. 8 Firehouse at 536 Deering Avenue ... Criteria 1 and 6
 2. Firestone Auto Supply & Service Store at 309 Forest AvenueCriteria 4 and 6
 3. Van Blarcom Incorporated Automobile Garage at 330 Forest Avenue ... Criteria 4 and 6
 4. A.S. Hinds Laboratory Building at 331 Forest Avenue ... Criteria 1, 5 and 6
 5. Miles B. Mank Motor Car Company at 343 Forest Avenue ... Criteria 4 and 6
 6. L.C. Gilson Automobile Company Building at 355 Forest Avenue ... Criteria 4 and 6
 7. Oakhurst Dairy 1953 addition at 364 Forest Avenue ... Criteria 1 and 4
 8. Packard Motor Car Company Showroom at 495 Forest Avenue ... Criteria 4 and 6
 9. Gleason Chrysler Auto Dealership at 501 Forest Avenue ... Criteria 4 and 6
 10. Clifton R. Shaw Auto Dealership at 517 Forest Avenue ... Criteria 4 and 6
 11. John S. Goff Chevrolet Building at 525 Forest Avenue ... Criteria 4 and 6
 12. Studebaker Automobile Dealership at 533 Forest Avenue ... Criteria 4 and 6
 13. Great Atlantic & Pacific Tea Company Store at 617 Forest Avenue ... Criteria 6
 14. Darling-Kidder Motor Car Company at 630 Forest Avenue ... Criteria 4 and 6
 15. Odd Fellows Block at 643-651 Forest Avenue ... Criteria 1, 3, 5 and 6
 16. Chapman Block at 648 Forest Avenue ... Criteria 1 and 6
 17. Valle's Sandwich Shop at 660 Forest Avenue ... Criteria 4 and 6

ATTACHMENTS

1. Historic Context Statement - *Forest Avenue: Its Early Development & Transportation History*
2. Map of Forest Avenue identifying nominated structures
3. Draft cover letter or summary page proposed to accompany building descriptions
4. Updated building descriptions of nominated properties

Forest Avenue: Its Early Development & Transportation History

January 2016



Woodford's Corner in the 1940s

This document is largely excerpted from the historic context statement prepared for *Forest Avenue and Stevens Avenue, Portland, Maine* prepared by Scott T. Hanson of Sutherland Conservation and Consulting in August of 2015. Additional details can be found in that report. Copies of *Forest Avenue and Stevens Avenue, Portland, Maine* are available from the City of Portland and Greater Portland Landmarks.

Introduction

Forest Avenue is one of Portland's oldest and most important transportation corridors. It serves as a vital connector between the peninsula and the suburban neighborhoods of Deering as well as adjacent communities to the west. A significant number of historic buildings remain along Forest Avenue that represents the social, cultural, economic, commercial and residential history of Portland's suburban development. Forest Avenue retains a number of automobile showrooms and auto-related businesses built in the early 20th century in a concentrated area between Baxter Boulevard and Belmont Street that served as Portland's Automobile Row.

Early Development along Forest Avenue

With the settlement of inland areas away from Portland's coast in the mid-eighteenth century came early roads connecting the peninsula town to these sparsely settled towns. Among the earliest roads was Forest Avenue. The route of present day Forest Avenue was completed in 1805 when a new bridge was constructed over a portion of Back Cove connecting Deering to the Parkside neighborhood. Forest Avenue was the primary road to the lakes and mountains and on to northern New Hampshire and Vermont. Over time, homes, farms, and shops were constructed along the road, generally developing from the peninsula outward. As inland settlement increased, this became a major route for farmers bringing produce to market in Portland.

Dense development occurred in the late 18th century where early roads intersected, particularly at Woodford's and Morrill's corners. These intersections were natural locations for the development of commercial establishments as well as taverns to serve stage coach travelers.

Railroad & Horse Car Suburban Development

Following the stage coach, railroads established suburban railroad stations at these major road crossings. The first railroad traversed Woodford's Corner in 1847 and a depot was built just to the north of the current intersection. Away from these commercial centers, residential development along Forest Avenue consisted of sizable estates for wealthy businessmen who commuted by private carriage from Deering to downtown Portland.

In 1864 a horse car line extended from the peninsula to Forest Avenue. The affordability of the new transportation method as well as demand for housing following the Great Fire of 1866 spurred suburban development for the middle class, especially near the growing business and neighborhood centers at Woodford's and Morrill's corners. The large estates nearest the corners were the first to be subdivided for this new residential development. "Separate from the city, these new subdivisions were designed as residential landscapes, combining open space, fresh air, and greenery of the country with an efficient arrangement of houses."¹ One of the first subdivisions was Dr. Eliphet Clark's plat in 1866 along Pleasant Avenue between Forest and Stevens Avenues. Other subdivisions were Warren Sparrow's along Arlington Street, Arlington Place, and Clifton Street in the 1870s and the Oakdale subdivision in 1881.

¹ Ames, David L. and McClelland, Linda Flint. *Historic Residential Suburbs: Guidelines for the Evaluation and Documentation for the National Register of Historic Places*, US Department of the Interior, National Park Service, 2002.

Street Car Suburban Development

The horse car lines were electrified in 1895, extending the transportation lines outward and expanding the availability of land for residential development. Following national trends, the suburban development in Deering attracted a wide range of people from the working to the upper middle class, with a large portion of the new residents being middle class. Suburban residential developments from this era include the Coyle Park development in 1899 and the Boulevard Park subdivision along Deerfield Road in the early 20th century. The houses built in all of these subdivisions reflected the architectural styles of the periods in which they were developed. While the earlier 19th century subdivisions featured primarily Italianate and Queen Ann style houses, the later ones were built in the Colonial Revival, Classical Revival, and Arts and Crafts styles.

At Woodford's the village center at the corner was substantially altered by the construction of the Odd Fellows Hall in 1897. The four story building with its clock tower was urban in scale and character. For a few years before the annexation of Deering by Portland, the Deering city offices were located in the new block. Additional commercial, social, and civic development built near the corner includes the new fire station on Deering Avenue in 1907, the Woodford's Club in 1913, and Albion Chapman's three story brick "flat iron" building of 1916 in the angle between Deering and Forest Avenues. Woodford's Corner continued to serve as an important neighborhood center for goods and services through the middle part of the twentieth century.

The Automobile and Its Impact on Development along Forest Avenue

In the first decade of the 20th century, the impact of the auto was minimal along Forest Avenue. Most residents of the area could work and shop in the area or they could quickly and affordably travel into the downtown via street cars. As the number of residents living along Forest Avenue increased due to the affordability of commuting into Portland, new residential forms appeared along the street to accommodate a diversity of housing needs. New residential buildings on Forest Avenue tended to be multi-family homes after 1900. Several two-family homes, a few triple decker apartment houses, and a couple of mixed use buildings constructed in the early part of the century remain. Mixed use buildings generally had a commercial use at the street level and residential apartments above.

The introduction of the personal automobile had an enormous impact on suburban development along Forest Avenue, reflecting a larger trend in the city, state and nation. In 1901 there were only 27 automobiles in Portland² and they were primarily toys for the wealthy businessmen. Nationwide and in Portland automobile ownership increased exponentially between 1910 and 1930. In 1915 the national average was one car for every forty-three citizens. By 1923, fifty percent of American households owned an automobile. The rise in auto ownership negatively impacted the ridership on the area's street cars, but it also created new businesses to fuel, service, and detail automobiles and generated new building types.

In the residential neighborhoods on either side of Forest Avenue, the impact of the automobile is represented by the small single car garage. Initially carriage barns were converted for use as garages, but in the 1920s one-story, single bay garages were often constructed to the side and rear of homes to accommodate vehicle storage. Several examples remain on streets like Deerfield Road, Belmont Street, Coyle Street, and Longfellow Street.

Portland's Auto Row

² Barnes, Albert F. Greater Portland Celebration 350. Portland, Maine 1984, 128.

Another new building type, the automobile showroom was generated by the success of the auto industry. Automobile companies built model showrooms that were emulated in small cities and towns across the country. In Portland, auto sales and services were initially incorporated into existing businesses and located in the downtown. As demand increased, Portland's auto dealer's emulated national developments and moved their showrooms outward along Forest Avenue, creating a concentrated area of dealerships known as an automobile row. Dealers congregated their dealerships along Forest Avenue between Baxter Boulevard and Bedford Street between 1915 and 1930 in an area occupied by large estates in the late 19th century.

These new car dealership buildings had a large footprint with significant enclosed interior space for displaying and servicing autos. Primarily one or two story buildings built of masonry construction with wood or steel truss roofs, these dealerships were among the first architectural building types developed in response to the automobile. The automobile showroom was located at the street where large plate glass windows gave ample view to passers-by of the autos for sale inside. The rear of the building was the service facilities, often with access from alleys or side streets. The buildings were designed in a variety of styles, with most of the architectural ornamentation concentrated on the showrooms.

In 1910 there were six automobile dealerships in Portland, all on the peninsula.³ The first auto showroom on Forest Avenue was built in 1915 with three more built in the following two years. By 1924 there were seventeen buildings devoted to auto sales and service on Forest Avenue. These include tire and battery stores as well as another new building type, the filling station. Portland's auto row expanded west to Belmont Street several years later with the subdivision of the Ricker estate for four new auto dealerships and the Ricker Park apartments.

In 1910 there were three hundred companies producing automobiles in the United States. In Portland, many of the manufacturer names we recognize today, Ford, Chevrolet, Oldsmobile, and Chrysler were joined by lesser known manufacturers like Grant, Franklin, Peerless, and Hudson. Many of the smaller manufacturers succumbed to fierce competition or were consolidated into larger companies in the mid 1920s. Some manufacturers that survived until the late 1920s closed during the Great Depression.

The last great estate along Forest Avenue was redeveloped in the 1940s when the Forest Park development was built along Baxter Boulevard to house World War II shipyard workers. On the Forest Avenue portion of the development parcel a Howard Johnson's and A&P Grocery store were constructed.

Post World War II and the Impact of Interstate and Arterial Highways

Following national trends, Portland's suburban development after World War II was concentrated in bedroom communities further from the downtown than the earlier street car suburbs. The development of interstate and arterial highways, like I-295 and the Maine Turnpike following the Federal Aid Highway Act of 1956 fueled suburban development away from the historic core of the city. Many of the residents in these suburban communities still worked and shopped in Portland and Forest Avenue became a primary commuter arterial. The trolley system was abandoned before the war and although it was replaced by bus service, most of the suburbanites traveled by car. Automobile traffic through Morrill's and Woodford's Corners increased dramatically in the 1950s and changes were made to accommodate the increased traffic. These changes decreased pedestrian access and safety and the resulting reduction in pedestrian activity made it challenging to sustain the scale and type of businesses that had historically been located in the neighborhood.

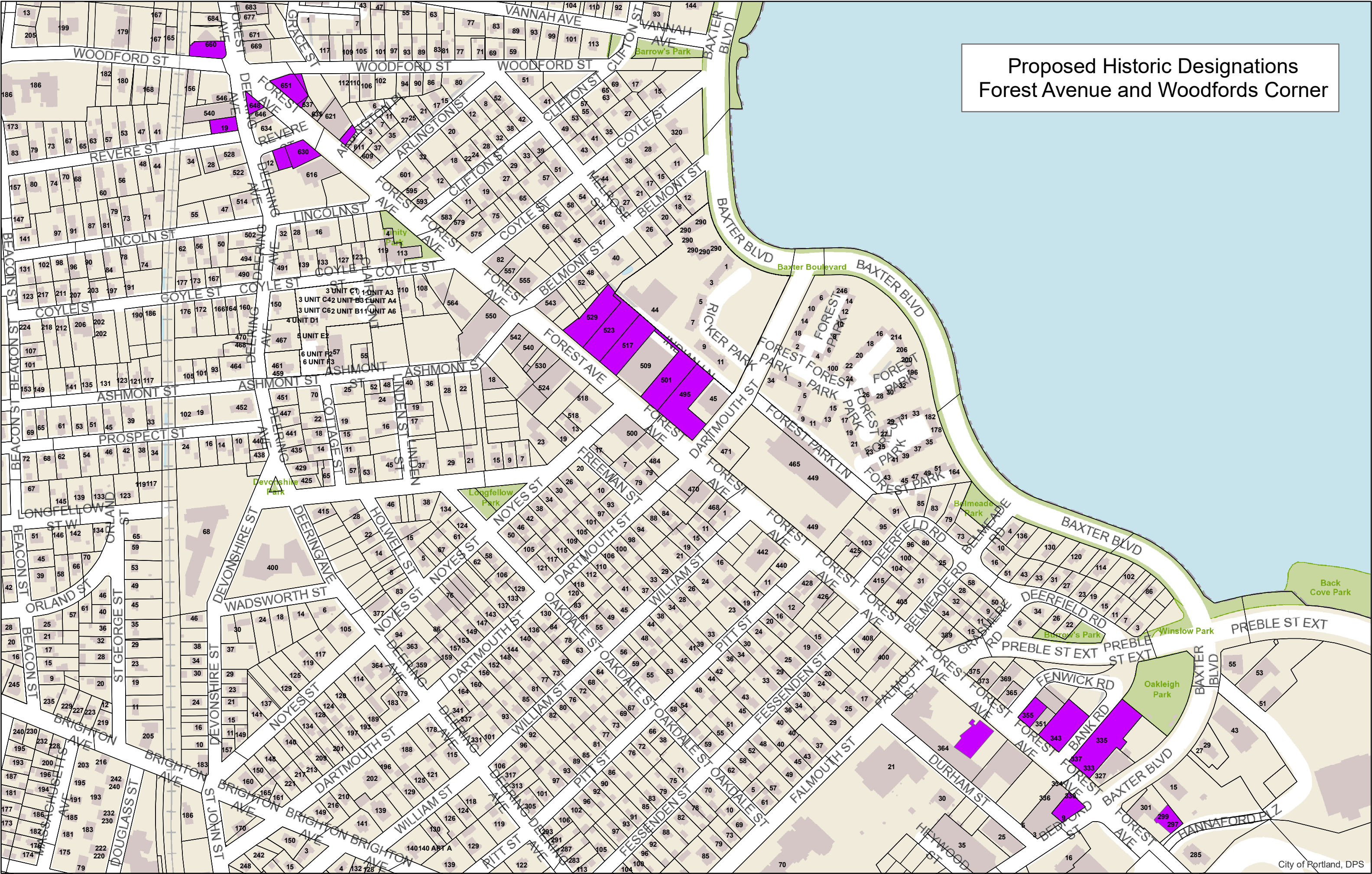
³ Barry, William David and Anderson, Patricia McGraw. *Deering*. Portland, Maine, 2010, 50.

Eventually the increasing number of people living beyond the traditional urban and suburban core triggered commercial development of modern shopping centers further out. The Pine Tree Shopping Center was built off Brighton Avenue in 1959. Other modern shopping centers were built at Westgate in Libbytown, Northgate in North Deering, and near Riverside in Westbrook. Additional commercial development sprang up around the Exit 8 interchange of the Main Turnpike. This development impacted the auto dealerships along Forest Avenue as new larger car dealerships with large lots were built near the turnpike exit. Howard Johnson's built a new hotel and restaurant on Riverside near Exit 8 and demolished their 1940s building on Forest Avenue. A new modern shopping plaza, Forest Avenue Plaza, with a large front parking lot was built on the site of the former Howard Johnson's and the A&P grocery. Valle's Steakhouse built a new restaurant on Brighton Avenue near Exit 8, demolished their 1940s building at Woodford's Street and Forest Avenue, and built a new sandwich shop at that corner in 1964, in a building now occupied by the Woodford Food and Beverage.

Since the mid 20th century, Forest Avenue has increasingly become a street lined with commercial properties. Forest Avenue's residential history has nearly disappeared in the section between I-295 and Woodford's Corner. Only four homes and one mixed use building with apartments remain on Forest Avenue between I-295 and Coyle Street. All of the homes have been converted to commercial uses. Seven residential buildings remain between Coyle Street and Woodford's Corner, and all are located on the east side of the street.

The historic buildings that remain to represent Forest Avenue's social, cultural, residential, and commercial history are significant to an understanding of the development of Portland's off-peninsula suburbs in the 19th and early 20th centuries. The remaining buildings represent a range of styles and building types that are representative of a broad period in the historical development of Forest Avenue. Forest Avenue is also significant as the location of Portland's Automobile Row. The remaining automobile showrooms and auto-related businesses built in the early 20th century in a concentrated area between Baxter Boulevard and Belmont Street are representative of Forest Avenue's significance as a transportation corridor. The automobile dealerships, filling stations, and automotive related commercial buildings are also significant as examples of the commercial impact of the automobile industry in early 20th century Portland.

Proposed Historic Designations
Forest Avenue and Woodfords Corner



Forest Avenue and Deering Avenue Landmark Nominations



The seventeen historic structures described in the following inventory forms are nominated for individual landmark designation under the provisions of Portland's historic preservation ordinance. The buildings, all but one of which are located on Forest Avenue, represent key chapters in Forest Avenue's late nineteenth and early twentieth century development, particularly its era as a street car line that served the emerging suburban Deering neighborhoods around it as well as the period when it became known as Portland's "Auto Row" due to its concentration of first-generation auto showrooms, garages and auto supply businesses.

Although the buildings are historically and thematically related, they are nominated for individual landmark designation. Given the distance between some of the buildings, the option of creating a contiguous historic district that encompassed all seventeen structures and included large areas of non-historic development was determined not to be appropriate. All of the buildings meet at least one or more criteria for landmark designation because of their significance to the historical development of Forest Avenue and because many of the buildings are architecturally significant in their own right or represent a unique building type in Portland.

In recommending that the City Council designate historic structures on Forest Avenue and at Woodfords Corner, the Historic Preservation Board recognizes the need to balance the goal of preserving historic assets with the need to encourage new development along this important corridor. To that end, the Board wishes to note that the historic preservation ordinance review standards are not intended to preclude alterations or additions to historic structures, including the introduction of additional floors to existing low-scale buildings. Indeed, numerous building rooftop additions have been approved under the ordinance. The historic preservation review

process ensures that any addition is compatible with the existing building in terms of scale, materials, form, setback, fenestration, etc.

The Historic Preservation Board also notes that a number of the nominated buildings extend deep into their respective lots. For some of these buildings, particularly the auto showroom buildings, it is the front portion of the building that is of architectural significance and the rear portion is fairly utilitarian in both use and appearance. The historic preservation ordinance allows for consideration of partial demolition of a designated structure for redevelopment where removal of that portion would not materially diminish the identified architectural character-defining features and would retain a sufficient amount of the original structure so that the essential form and integrity of the historic property is not impaired. The attached building descriptions should prove helpful to future Historic Preservation Board members and property owners in determining the key character-defining features of the subject properties as well as any opportunities for more intensive development.

In designating the Forest Avenue structures as individual landmarks, their unique characteristics and orientation toward Forest Avenue make it appropriate that Historic Preservation reviews of alterations would focus particular attention on those portions of the structure visible from a public way. Finally, the Historic Preservation Board recognizes that there are design standards in place that govern new development in the B2 zone and that the standards address a number of the urban design characteristics exhibited by the nominated structures (no setback, orientation to the street, high level of glazing, etc.) and which would be encouraged by the Historic Preservation Board during any advisory review.



Firestone Auto Supply & Service Store

ADDRESS

309 Forest Avenue

ARCHITECT

unknown

DATES

1930-1931

STYLE

Art Deco

Building History

The former Firestone Auto Supply & Service store at 309 Forest Avenue is currently known as the William C. Rowell Building. The building was first occupied by Firestone Auto Supply and Service store in 1931. Although the building has undergone exterior changes it retains its thematic association with Forest Avenue's automotive history and retains several character-defining details of its style.

Firestone Auto Supply and Service was located at 355 Forest Avenue in the former LC Gilson Automobile Company Building along with Forest City Tire Company. In 1931 Firestone relocated to this new building at 309 Forest Avenue. Firestone's auto supply stores were part of Firestone Tire and Rubber Company, a company founded in 1900 by Harvey Samuel Firestone (1868-1938). Firestone's business model was a policy of vertical integration. His company owned rubber plantations that supplied the raw materials to the company's manufacturing plants and owned the retail stores to distribute their various manufactured rubber products.

Architectural Description

The building is a two story yellow brick structure with a flat roof. The building exhibits character-defining Art Deco details, particularly on the upper façade, that provide visual interest. These details include pilasters topped by concrete ziggurats located between each of the seven bays. The pilasters provide a vertical counterpoint to the otherwise horizontal building. Also ornamenting the front façade is a series of inset concrete

panels between the first and second floor levels that feature a stylized sunburst motif. At the second floor level, narrow vertical windows are arranged in a horizontal band. At the ground floor level, the window openings are larger, separated by the brick piers. The current windows extend to the ground. A two-story bay that projects slightly beyond the face of the balance of the façade is located on the west side of the building where it connects to 311 Forest Avenue. The remaining three sides are simpler in detail with flush brick walls and windows arranged in horizontal bands like the front façade. Given the presence of an access drive to Hannaford Plaza immediately east of the property, the east elevation of the building is as visually prominent as the front façade.

Alterations, Additions since Construction

Because the building was constructed after the 1924 tax reevaluation initiative when every building was photographed, we do not know its exact original appearance. It is likely that the windows and doors have been replaced, but the overall form and composition of the façade is unchanged.

The building is significant for its role in the development of Forest Avenue as Portland's "auto row". Additionally, it is architectural significant as a rare example of Art Deco style commercial architecture in the city.





VAN BLARCOM INCORPORATED AUTOMOBILE GARAGE

ADDRESS

330 Forest Avenue

ARCHITECT

unknown

DATES

1919; interior alterations in 1934, 1959

STYLE

Art Deco/Moderne & Commercial

Building History

The building at 330 Forest Avenue was built in 1919 for the Frank H. Van Blarcom Company. Van Blarcom opened a public garage in this structure, one of the earliest automobile-related businesses on the length of Forest Avenue that would become Portland's so-called Auto Row. The property has undergone several changes of use but has always served as a commercial space.

A steel structure was added at the rear of the main building in 1921 to be used as an oil room for Cumberland Automobile Sales, the tenants at that time. In 1924, Forest City Motor Company sold Lincoln automobiles from this location. An addition in brick enlarged the boiler room in 1930 after the structure had changed use and had become the location for Ideal Cleansers and Dyers. John J. Cunningham became the owner of the property in 1932 and retained ownership through 1959. Dunlop Tire and Rubber Company operated at 330 Forest Avenue following Ideal Cleansers until 1934, when the building became a glass shop and office. The contractor for the required interior remodeling was New Deal Stores Incorporated. The building's use changed again in 1935, this time to Littlefield and Greene Automobile Accessories. From the late 1930s until the late 1950s, the building functioned as showroom and garage space for several used car dealerships, including the Elliott Peterson Used Car Depot. Extensive interior alterations in 1959 modified the interior for use as a retail space; Brookline, Massachusetts-based Beacon Way Stores sold fabric here in 1962 until at least 1970, and the building was occupied by home furnishings retailer Pier 1 Imports in 1985. The building is currently houses Kitchen Cove Cabinetry and Design.

Architectural Description

330 Forest Avenue is located at the southwest corner of Forest and Bedford Street. Given its location, the southwest side elevation is exposed, as is the front façade. Its northwest elevation is located in close

proximity to the neighboring building; the two structures appear to be joined by a narrow connector that is set back slightly from the street.

The building is a one story brick structure with six bays on its primary façade, five of which are large show-room windows. In this respect, the façade composition is somewhat unusual as most of the auto showrooms on Forest feature a three-bay composition. Today, the flat roof retains the original parapet detail on its two side elevations and the heavy cornice remains in place throughout. The tax assessor's photograph from 1924 shows a parapet along the primary façade as well. This roof section contained the same Art Deco geometric ornamentation in stucco as on northwest and southeast elevations and also featured an oval medallion on a triangular pediment centered above the building's entrance. The parapet detail no longer remains along the primary façade and the date of its removal is not known.

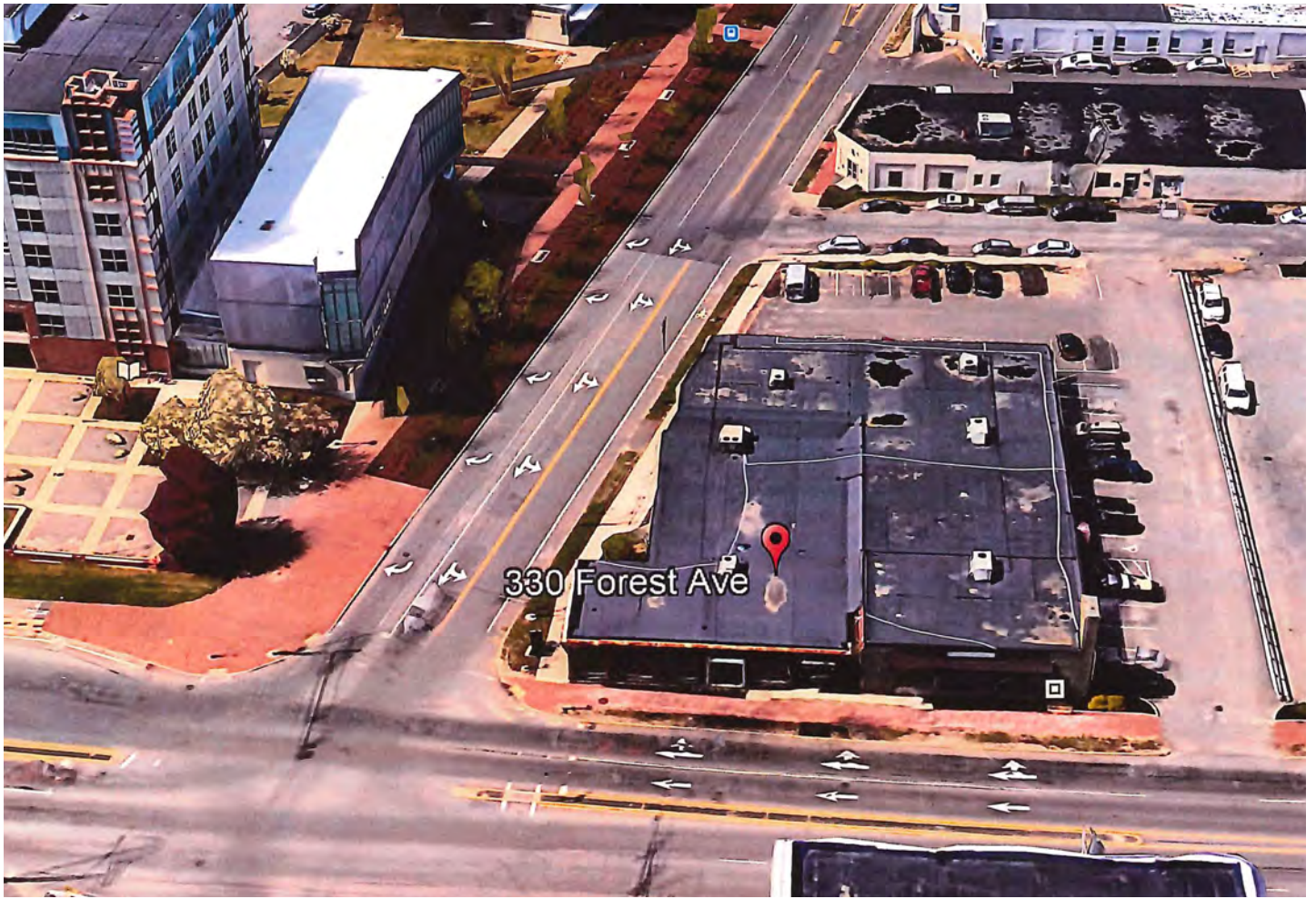
Below the projecting cornice, the building façade is enlivened by the diamond-shaped stucco details spaced to reinforce the spacing of the bays. The brickwork itself provides a level of ornamentation as well. Windows are deep, extending almost to the ground. The 1924 photo also shows that there were multi-lite transom windows above the single-lite showroom windows.

The rear portion of the building, which is set back from the showroom portion of the block and visible from Bedford Street, is utilitarian in appearance and lacks architectural significance (see photos).

Alterations and Additions since 1924

The showroom windows and entries of 330 Forest have been replaced over time, as is the case with most of the existing showrooms on Forest Avenue. The placement of entries have moved and an additional entry was introduced in the easternmost bay of the building, together with the introduction of a handicap ramp. Notwithstanding these changes, the original scale and massing of the building and composition of the front façade, remain unchanged. The building also retains a number of its key ornamental features. Today, the building still clearly conveys its roots as an early auto-related structure at the southwestern end of Portland's "auto row".







A.S. HINDS LABORATORY BUILDING

ADDRESS

331 Forest Avenue

ARCHITECT

John Calvin Stevens
John Howard Stevens

DATES

1920

STYLE

Beaux Arts Revival & Commercial

Building History

Noted Portland architects John Calvin Stevens and his son John Howard Stevens designed the building at 331 Forest Avenue for Aurelius Stone Hinds in 1920. Hinds worked for the apothecary of H. H. Hay & Company in downtown Portland until 1864. While running a drugstore of his own on the peninsula, Hinds perfected the formula for his world famous Honey and Almond Cream. He established A. S. Hinds Company in 1875, and began producing and selling his skincare products from the purpose-built laboratory space on Forest Avenue in 1920.

Hinds' Honey and Almond Cream was an extremely successful product, both domestically and internationally, and a branch laboratory was established in Montreal, Canada. In 1906, an advertising department was formed to handle marketing of the cream (Fig. 1). Although the company was acquired in 1907 by the Manhattan-based Lehn & Fink, who had brought Lysol from Germany to the United States market in 1890, the A. S. Hinds Company continued to operate independently for a number of years.

The laboratory occupied the upper floors of the building, while the first and second levels were reserved for retail and office use. In 1926, the A. S. Hinds Laboratory was no longer located in this building; operations had moved to Lehn & Fink plants in New Jersey. A wholesale druggist and the Marmon Company Autos automobile dealership operated at 331-337 Forest Avenue that same year. A number of automobile-related businesses, such as Firestone Tire & Rubber Company and Gemmer Motors Company, were tenants of the

building from 1926 through 1932. From this point the building's commercial use shifted towards suppliers, including the Portland Pipe Line Company, and warehouse storage.

In 1926, three large show windows were installed to accommodate the automobile dealerships, and alterations were undertaken in a previously added private garage space to convert the building from its former manufacturing layout to retail and warehouse space. These alterations were designed by John Calvin Stevens and John Howard Stevens and were overseen by local contractor Frank A. Rumery, who would go on to design an automobile dealership at 517-533 Forest Avenue in 1927-30. A freight elevator was installed in 1930; by 1946, the main occupant was Reliable Furniture and the third floor was remodeled in 1955 to meet their needs as a used furniture retailer. The building served as a Discount Book Outlet in 1993, after it had lain vacant for two years. It currently contains 70 residential units as Bayview Court and maintains the first floor as retail space for Back Bay Cycle.

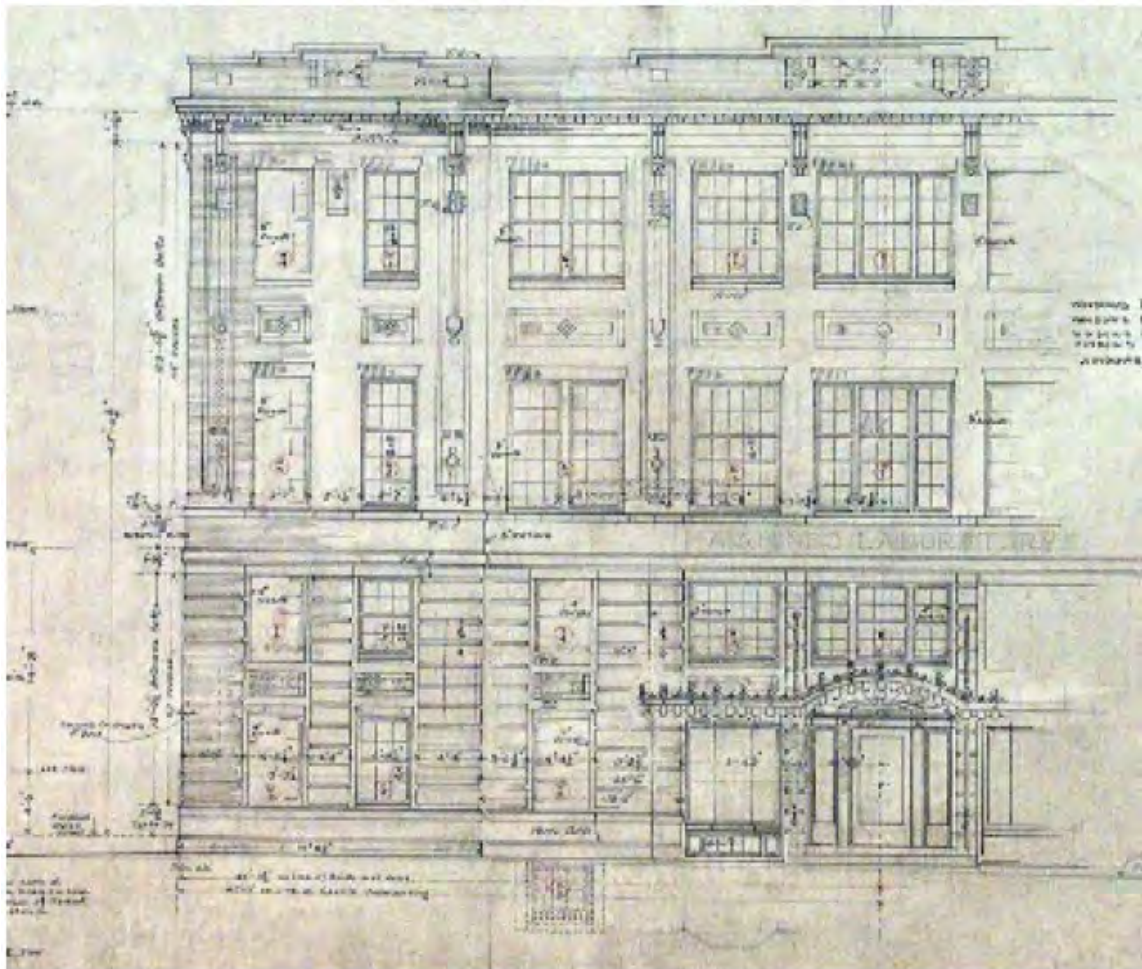
Architectural Description

The A. S. Hinds Laboratory Building is a four story yellow brick structure built in the Beaux Arts Revival and Commercial styles. Given its siting and the presence of a low-scale structure and a driveway on either side of the building, the side elevations are visually prominent. Relative to other buildings constructed on Forest Avenue during this period, the building is noteworthy for its size. It is also architecturally notable; it is clear that the design is the product of a skilled architect. The building's flat roof has a subtle parapet detail, the lines of which are highlighted by cast stone ornamentation. The heavy cornice features prominent brackets and dentils. Patterned brick ornamentation and small cast stone medallions grace the façade. The upper story window pattern varies, with some windows mulled to form groupings. Other windows are individual punched openings. This fenestration pattern lends visual interest to the building, notwithstanding the fact that the windows themselves (originals were six-over-six) have changed in appearance with their replacement.. Blueprints drawn by John Calvin Stevens are held in the collections at the Maine Historical Society in Portland.

As noted above, the ground floor was modified in 1926 to accommodate the automobile showroom. On the exterior, three large showroom windows were installed to showcase the automobiles to passing traffic.

Alterations and Additions since Construction

Although the ground floor was altered in 1926, the modifications have gained significance in their own right as they were made to accommodate an auto showroom. The changes made, just a short time after the building's original construction, reinforce the fact that this section of Forest Avenue was quickly evolving to become Portland's Auto Row. Other than the ground floor alterations, the only other significant change has been the replacement of the original multi-light sash with one-over-one windows. The building remains in well preserved condition and is a commanding presence on Forest Avenue







Miles B. Mank Motor Car Company

ADDRESS

343 Forest Avenue

ARCHITECT

unknown

DATES

1916-1917

STYLE

Vernacular

Building History

Built in 1917, the large two-story brick structure at 343 Forest Avenue was first occupied by Miles B. Mank Motor Car Company. In 1910 Miles B. Mank, with his partner George Stuart, established the Mank-Stuart Motor Car Company, a dealer of Cadillac cars. They first built a large garage on Forest Avenue near Congress Street. (Figure2) A few years after George Stuart retired in 1912, Mank built this two-story building along a section of Forest Avenue that would become Portland's Auto Row. While Mank continued to own the building in the 1920s he moved his dealership to Preble Street. 343 Forest Avenue was then occupied by Myron D. Kidder, Inc. a REO auto and truck dealership previously known as Darling-Kidder Inc. and located at 630 Forest Avenue. In the 1930s through the 1960s, 343 Forest Avenue was occupied by the Portland Burial Case Company, a casket manufacturer.

Architectural Description

Built as an auto showroom, the Mank building is an unusually large example of its type, both in terms of its width and it being a two-story structure. As documented in 1924, shortly after its construction, the building featured a highly glazed first floor, with relatively thin posts separating the large floor-to-ceiling showroom windows. The entrances appear to have been located at the two ends of the façade. The corners of the ground floor were cut away and the projecting upper floors supported by a round column. The building featured an unusually tall frieze band above the storefront windows, capped by a projecting intermediate cornice. The brick structure was unpainted with cast stone used for the cornice and second story window



1924 City of Portland Tax Photo

lintels. Projecting brick piers divide the upper floors into a series of bays, with all but the end bays featuring groups of three windows connected by a continuous lintel. A flush cast stone cross was centered in the stepped parapet. Upper floor windows were six-over-one. Typical of this building type, most of the architectural embellishment is concentrated on the front portion of the building, returning for a short distance on the side elevations.

Alterations since 1924

While the two-story brick structure has lost its glass showroom façade and multi-pane upper story windows, the general form, cornice band, sign band, and brick details remain. The brick soldier course below the second story windows, the cornice band, and the parapet cross are now somewhat obscured by the paint that has been applied to the brick façade. The first floor alterations reinforced the upper story bays and the division of the commercial windows echo the tri-partite pattern of the windows above. The showroom entrance at the corner of Forest Avenue and Bank Road was lost in the alterations, but the garage entrance off Bank Road is still apparent, although filled in by a commercial storefront system. A secondary pedestrian entrance was added on the Bank Road façade by elongating an existing window opening.

Although the building has undergone exterior changes, particularly on the first floor, it retains the essential façade composition associated with its building type and clearly conveys its association with Forest Avenue's automotive history.

A Modern Service Station

A Portland automobile concern whose growth has been phenomenal since its organization in 1910, now operating one of the largest, most modern, and finely equipped garages in New England is the Miles B. Mank Motor Car Company, 9 to 21 Forest avenue. From a small beginning, occupying one room and employing one repair man, this enterprising and progressive concern has come by leaps and bounds to the front and today they give steady employment to 11 people and utilize over 35,000 square feet of floor space.

The Mank-Stuart Motor Car Company was established in 1910. Mr. Stuart retired in 1912, the company being incorporated in 1913 as the Miles B. Mank Motor Car Co.

The service station of the company has a wide spread and long established reputation for the superiority of its service and is metropolitan in features and modern in methods. The garage is well lighted and ventilated, is fireproof throughout, and is kept scrupulously clean. The repair department has recently been equipped with the latest and most improved machinery for carrying on this industry and none but skilled workmen are employed.

The Company are State agents for the Cadillac, "the standard of the world," and each year the public looks to the Cadillac for that which marks the climax in motor car progress. This Cadillac will be exhibited at the Portland

Dealers' Auto Show, February 9 to 14, and the company invite your inspection. Mr. Miles B. Mank, the live wire of the company, is known as one of the foremost and progressive automobile dealers in the State. He is an expert in every detail of the trade and is highly esteemed in all circles of the city.—Adv.



Service Station of Miles B. Mank Motor Car Co., Portland, Me.

Traveling Men's Opinions

It is somewhat surprising to note how little the magnitude of the automobile industry is appreciated by the general public, says the Automobile Journal. It might be assumed that as a body, traveling men were well informed as to industrial enterprises. The following quotation from The Manufacturing Jeweler is an example of the regard with which their opinion is held:

Traveling men say they cannot account for the present dullness. Some of the jewelry drummers have an idea that the purchase of so many automobiles by thousands of people throughout the country, and the necessary expense incurred in running the same, may have some effect.

A traveling man, who was engaging the attention of passengers on a train out of New York recently, with somewhat similar opinions and the further observation that within a year there would be but half a dozen automobile manufacturers in America, was asked how many he thought there were today. "Offhand, about 30," was his reply.

He was surprised to learn there were more than 200; that they had produced 450,000 cars during the past year, and had shipped nearly \$28,000,000 worth of these machines abroad. The opinion of traveling men regarding the stability of the automobile industry evidently needs decided revision.

Figure 2. A 1913 article on the first Miles B. Mank Motor Car Co. Building on Forest Avenue, near Congress Street.



First row, left to right: Miles B. Mank, Miles B. Mank Motor Co., Portland; Myron D. Kidder, Myron D. Kidder Co., Inc., Portland; Haven Sawyer, Sawyer Motor Car Co., Bangor; W. B. Thombs, Portland. Second row: Carl Curtis, Lewiston Buick Co., Lewiston; V. S. Darling, Darling Automobile Co., Auburn; C. G. Abbott, the Henley-Kimball Co., Portland

Figure 3. A 1922 photograph of Maine car dealers including Miles B. Mank in the first row, on the left.





L.C. Gilson Automobile Co. Building

ADDRESS

355 Forest Avenue

Architect

Unknown

DATES

1922; rear addition 1981

Style

Art Deco/Moderne

Building History

The L. C. Gilson Automobile Company, building at 355 Forest Avenue was built in 1922. It is one of several early automobile-related businesses to locate along Forest Avenue between Baxter Boulevard and Woodford's Corner in the early years of the twentieth century. Based on the concentration of auto-related businesses in the area, Forest Avenue would become known as Portland's Auto Row. Although the building has undergone exterior changes it retains its thematic association with the Forest Avenue's automotive history and retains several character defining details of its style and building type.

Gilson had already established an automobile dealership at 881-891 Congress Street by 1906, selling cars from Ford, Reo, and Stanley in what Portland's Board of Trade Journal called, "one of the largest, and most modern [garages] in New England." By 1924, the Congress Street block had been converted into apartments and the Gilson Automobile Company had relocated to the building owned by Frank W. Sparrow at 355 Forest Avenue.

The building has always been utilized for automobile sales or servicing purposes. It was occupied by Brewster Tire Stores Inc. in 1927. In 1929, Forest City Tire Company shared the building with Firestone Tire Stores Incorporated, which continued on as the property's sole occupant in 1930-31.

The building has become best known as the Palmer Spring Company building due to its signature orange façade and the company's presence at this address since 1932. Palmer Spring Company was established in 1849 and is thought to be the oldest spring company in the United States. Joseph Benjamin Palmer founded the company in Boston after bringing his trade

from England and served as its first blacksmith. The company's Conestoga wagon logo reminds its patrons of the vehicles originally serviced by Palmer Spring Company.

In 1949, Palmer Spring Company operated a service station and spring manufacture from its building on Forest Avenue and completed interior renovations in 1950 to expand its manufacturing room. A rear ell was added in 1981.

The company continues to operate at 355 Forest Avenue with a service garage and a blacksmith.

Architectural Description

Purpose-built as an auto showroom, 355 Forest is a classic example of a new building type that was created in response to the advent of the automobile. Like most early automobile showroom buildings, it is a one-story masonry building with a showroom in the front and service facilities in the rear accessed from an alley or side street. Also like many showrooms, most of the building's architectural detail is concentrated on the showroom portion of the building, with the rear portion rather utilitarian in appearance. In the case of 355 Forest, architectural embellishment is provided by contrasting brick, recessed brickwork panels, and the geometric brickwork on each pier.

Typical of early auto showrooms, the front façade features large floor-to-ceiling windows flanking a central pedestrian entrance. Masonry piers serve to define the three bays of the façade. Large floor-to-ceiling windows are repeated on the side elevations near the leading corners of the building. The high level of glazing was intended to catch the attention of passing vehicles and provide a clear view of the automobiles for sale within the showroom. On the side elevations, the main portion of the building extends the depth of one bay; beyond that point, the building steps down in height and features a series of large service doors. As noted above, the front section of the building exhibits the greatest architectural significance.

Alterations and Additions since 1924

Typical of many of the remaining automobile showrooms along Forest Avenue, the original storefront windows have been replaced and infilled to some extent. However the original pattern and size of the window openings remains, as does the character-defining ornamental brickwork. Although alterations have been made, they are readily reversible and the building still communicates its original function. In the rear, the pattern of door openings remains largely intact and although a number have been infilled or altered.



City of Portland Tax Photo, 1924





Oakhurst Dairy

ADDRESS

364 Forest Avenue

ARCHITECT

Earle Webster

DATES

1922; additions in 1951-3, 1988, and 2005

STYLE

International (central building)

Building History

Oakhurst Dairy at 364 Forest Avenue was constructed in phases to accommodate the growing needs of its successful business. The central building, recognizable by the Mid-Century Modern metal “Oakhurst” sign across its façade, was designed by architect Earle Webster and was built perpendicular to the Dairy’s original 1920s brick structure. Later additions from 1989 and 2005 flank this central building, forming a large complex on the lot. Designation is limited to the 1950’s structure pictured above.

The dairy was in the Bennett family of Portland since Stanley T. Bennett bought the Oakhurst Dairy from Arthur Leadbetter in 1921. Leadbetter had established his dairy in 1902 on Woodford Street. After acquiring the dairy, Bennett relocated it from its original location to its current site on Forest Avenue; an announcement in the national weekly American Machinist from 1922 stated that the planned two-story building and associated power plant unit would cost Oakhurst Dairy an estimated \$100,000. In 1933, Oakhurst Dairy became the first dairy distributor in the United States to require that the milk it processed did not contain tuberculin, used to test for bovine tuberculosis. Oakhurst Dairy has continued to oppose using additives such as bovine growth hormones in its milk.

The design and construction of the 1951-53 addition (which is the focus of this designation) was overseen by Bennett’s son Donald. Donald worked with architect Earle Webster to create a state-of-the-art manufacturing facility in the International style.

Oakhurst Dairy bought the adjacent lot, owned by the Henley Kimball Automobile Dealership, in 1973 and built a cold storage facility in 1988. The final addition to the lot was designed in 2005 by Pennsylvania-based Facilities Design, Incorporated and provided the dairy with new receiving and updated cold storage areas.

In 2014, Oakhurst Dairy was sold to Dairy Farmers of America, a national farmer-owned cooperative based in Missouri, after 92 years of family ownership.

Architectural Description

Constructed of blond brick, the two-story, flat-roof building features a very simple box-like massing and is set close to the street. While straightforward in form, the placement and treatment of its fenestration provides a dynamic tension to the overall design. At the top of the upper façade, immediately beneath the aluminum cornice, there is a continuous band of mulled windows that stretches across the entire façade and returns onto the side elevations. At the west end of the façade and at the leading corner of the west elevation, this window treatment extends down to the ground to create a glazed tower-like element at the corner. The building entrance is located at the base of this tower. In the center of the façade is a wide window surrounded by a large “picture frame” constructed of natural aluminum. This window was designed to ensure that people could view the plant’s operations. At the east side of the façade and wrapping the east elevation is a narrow band of glazing made up of glass block. This offset treatment provides visual interest. Until very recently, a sign consisting of individual aluminum letters, was set on top of a narrow ledge above the center window. In its typeface and material, the sign was designed to be an integral component of the overall building design. Its execution in natural aluminum repeated the same material selected for all building trim and presented a strikingly modern building design when it was constructed.



Alterations , Additions since Construction

Although the overall design and façade composition of the building remains unchanged, the recent replacement of most of the windows has changed somewhat the overall intended character of the building. (The windows within the vertical entry “tower” are still original.) While the window divisions have been replicated in the replacements, the new windows feature green aluminum frames. The change to a colored frame diminishes the intended aesthetic of the building, which featured a natural aluminum finish on all trim and door/window frames. The natural aluminum clearly reinforced the Modernist design aesthetic.

Other changes include the replacement of the glass block windows within the horizontal band at the southeast corner of the building. Glass blocks have been replaced with opaque white spandrel panels. The original sign on the Forest Avenue façade, which was comprised of individual standing letters, was also recently replaced with a single, mounted sign panel featuring cut-out letters.

Finally, a three-story stainless tank has been positioned near the leading corner of the building, next to the west elevation. A simple one-story detached structure has been constructed next to this tank. Mechanicals and solar arrays have been added to the roof.

Notwithstanding these alterations, the building remains largely consistent with its original appearance, particularly for that portion closest to the street, and contributes to the architectural heritage of Forest Avenue. The significance of the building’s Modernist design was recognized by the Portland Society of Architects in 2009, when they gave it their 50-Year Building Award .



Packard Motor Car Company Showroom

ADDRESS

495 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1927

STYLE

Commercial

Building History

Originally occupied by the Packard Motor Car Co. of Boston, the building at 495 Forest Avenue was built with its physical and stylistic twin at 501 Forest Avenue in 1927 as part of the redevelopment of the former Ricker Estate. It is one of several automobile-related businesses along the section of Forest Avenue that would become known as Portland's Auto Row. Although the building has undergone exterior changes, particularly the storefront windows, it retains its thematic association with the Forest Avenue's automotive history and retains several character-defining details of its style and building type.

During World War II the building was used for Army storage, then subsequently occupied by Brown Motors, Inc., a division of the Brown Company, manufacturers of pulp wood and paper in Berlin N.H. The Brown family once owned a large estate on Forest Avenue, as well as the Berlin Mills wharf on Portland's waterfront. Brown Motors was a Chrysler-Plymouth dealership. The company was operated by Simmons Brown, who lived with his family on State Street, before moving to Falmouth Foreside.

Architectural Description Architectural Description

Because 495 Forest Avenue was built in 1927, after the tax reevaluation of 1924 when every taxable property was photographed, we do not have an early photograph of the building. In this case, however, we can make reasonable assumptions about its original appearance given the fact that its twin was built next door and given that auto showrooms of the period followed the same basic form, size and façade composition.

Like its twin next door, the three-bay commercial building features a brick façade laid in a variant of a Flemish bond. Both buildings feature a showroom at the street and access to the rear of the dealership

through a garage door that is set well back from the street. A shared courtyard is created between the two buildings in this area and the buildings share a common side wall. An intermediate cornice located below the roof parapet of both 495 Forest and its neighbor at 501 extends the full depth of the side elevations of both buildings, turning onto the elevation where the two connected structures meet. This cornice reinforces the linkage between the two buildings.

Like its neighbor, the center of the parapet is highlighted by a shallow stepped gable. The building's horizontal lines are emphasized by a strong cornice band wrapping the façade and side elevations below the parapet, a brick soldier course connecting each window opening, and a continuous lintel above the façade windows and the side elevation windows closest to the street.

Given the fact that the neighboring building to the southeast of 495 Forest is set well back from the street, the southeast elevation of 495 is entirely visible. This elevation features a series of tall, regularly spaced individual punched window openings. A secondary entrance is located toward the rear of this elevation.

The building extends deep into the lot; most of the rear portion of the building is not visible from a public way.

Alterations and Additions since Construction

The most significant alteration to the building has been the replacement of the two large showroom windows on the façade and at the leading corners of the side elevations. The original single windows have been replaced with individual punched window openings separated by brick. Subtle indications in the existing brickwork suggests that the original openings matched those of its twin. The center entry doors have been replaced as well (as have the entry doors on most other showroom buildings on Forest.) Despite the change in fenestration and entry, the building still retains its essential form, façade composition and a number of its character-defining features. It still clearly communicates its original roots as a first-generation automobile showroom and is especially interesting in its relationship to the twin showroom next door. It also contributes to one's appreciation of Forest Avenue's automobile-related history.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When these have been catalogued and are available to the public, copies of the early views will be added to this inventory form.



495 Forest Avenue



Gleason Company Chrysler Dealership

ADDRESS

501 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1927

STYLE

Commercial

Building History

Originally occupied by the William H. Gleason Co. Chrysler-Plymouth dealership, the building at 501 Forest Avenue was built with its physical and stylistic twin at 495 Forest Avenue in 1927 as part of the redevelopment of the former Ricker Estate. It is one of several automobile related businesses along the stretch of Forest Avenue that would become known as Portland's Auto Row.

After World War II, the auto showroom was occupied by John S. Goff's DeSoto and Plymouth dealership. The dealership was previously located at 525 Forest Avenue, before moving to 489 Forest Avenue in 1943. The Goff dealership was only in the building a short time, moving in 1955 to 628 Congress Street. The building was subsequently occupied by a number of commercial businesses, including several realty companies. The building is currently occupied by Bow Street Beverage with a retail showroom and distribution area in the rear.

Telephone Forest 4164

WILLIAM H. GLEASON CO.

DISTRIBUTORS

CHRYSLER CARS

PLYMOUTH CARS

501 FOREST AVE. PORTLAND, ME.

"The Car For Everybody"





Architectural Description

As the building was built in 1927, after the tax reevaluation of 1924 when every taxable property was photographed, we do not have an early photograph of the building. In this case, however, we can make reasonable assumptions about its original appearance given the fact that its twin was built next door and given that auto showrooms followed the same basic façade composition.

Like its twin next door, the three-bay commercial building features a brick façade laid in a variant of a Flemish bond. Both buildings have a showroom at the street and access to the rear of the dealership through a garage door in the shared courtyard off Forest Avenue. The building's horizontal lines are emphasized by the strong cornice band wrapping the building below the parapet, a brick soldier course connecting each window opening, and the wide band of storefront windows. Note that the parapet features a shallow stepped gable at the center of the façade. Distinct from some early auto showrooms, the windows do not extend to the base of the building. The windows are framed in cast stone which extends to the building base.

Typical of the building type, 501 had large showroom windows at the front corners of its side elevations. The window. The west elevation is obscured by an abutting structure, but the east elevation is entirely exposed. The showroom window on the side elevation matches the height of those on the façade. The cornice continues the entire depth of the side elevations. On the east side, the cornice returns to face of the recessed connector shared by 495 and 501 Forest. This cornice treatment on both buildings, which joins at the connector, reinforces the relationship between the two structures.

Little of the rear portion of the building is visible from the street.

Alterations and Additions since Construction

The most significant alteration to the building has been the replacement of the large showroom windows with smaller vertical glazing alternated with opaque spandrel panels. The window openings themselves, however, remain intact and the alteration is readily reversible. Despite this change, the building remains a clear example of its building type, retains most of its character-defining architectural details, and contributes to one's appreciation of Forest Avenue's automotive history.

Note: Staff has learned of a recent donation of photographs from a private collection to the Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 501 Forest will be added to this inventory form.



501 Forest Avenue



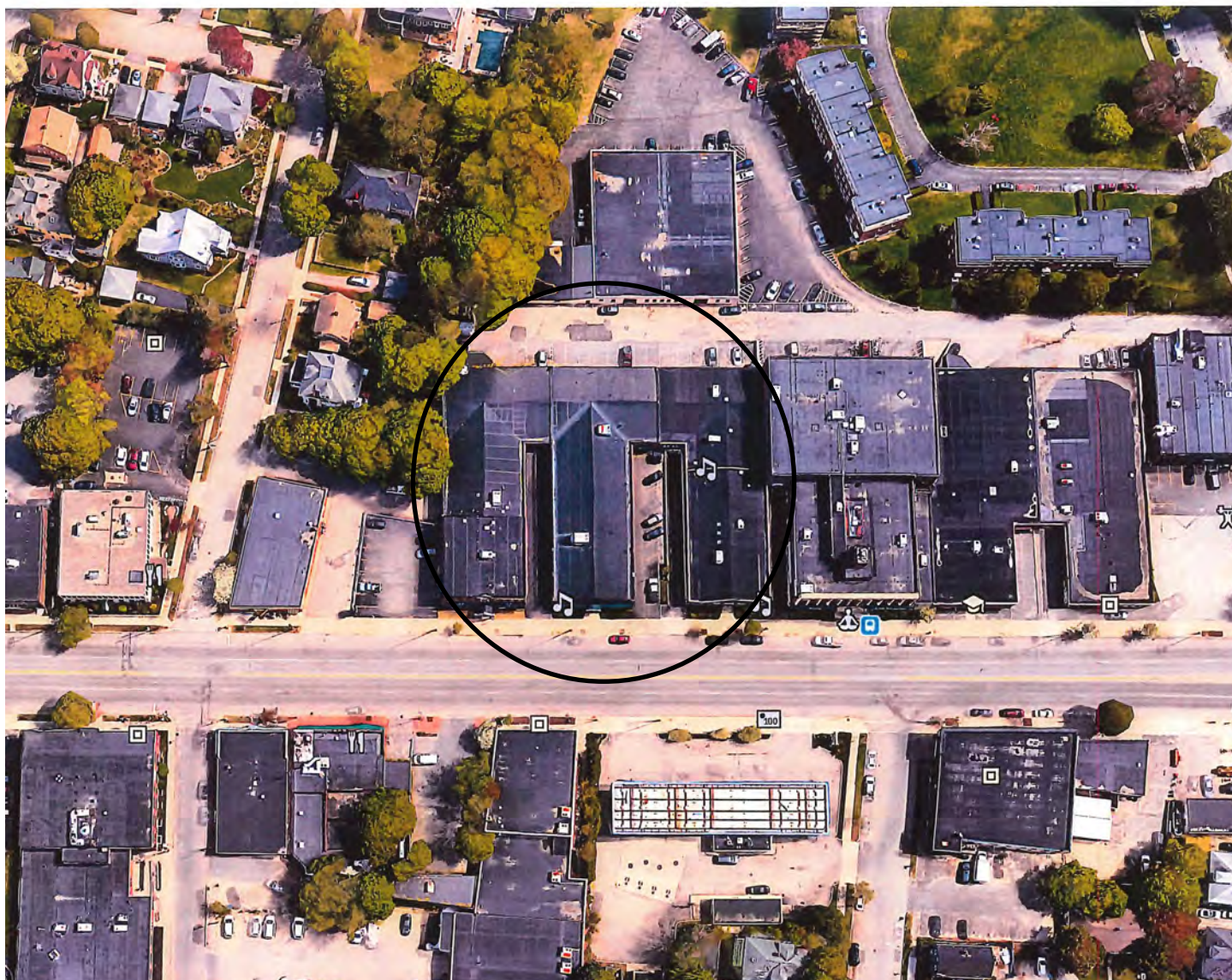
STUDEBAKER AUTOMOBILE BLOCK & GARAGE

517-533 Forest Avenue and 44 Indian Lane

Contractor Frank A. Rumery is thought to have designed the buildings at 533, 525, and 517 Forest Avenue as a group, along with a second automobile dealership complex slightly further south on Forest Avenue. These projects were part of a plan to redevelop the former Ricker estate into apartments, a filling station, car dealerships with frontage on Forest Avenue, plans which included a shared power plant. The Ricker Mansion was built in 1855 for Joseph S. Ricker, a tanner who also served as director of the street's railroad system. The mansion was one of several large estates just outside the city along the less-developed Forest Avenue and boasted a "grapery" and greenhouses on its extensive grounds. The Ku Klux Klan's Portland chapter bought the property in 1923 and maintained it as a meeting and event space until the house burned down in the later 1920s. Redevelopment of the lot occurred between 1927-30 and the area was renamed Ricker Park.

Rumery was already well-known at this time for his active involvement in many development projects along Forest Avenue and was also the contractor for the Ricker Park apartments. John P. Thomas, the Portland-based architect who would design the Stevens Avenue Armory at 772 Stevens Avenue in 1940, was commissioned to address the design of the new apartment buildings the lot.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early views will be added to the applicable inventory forms.



Studebaker Automobile Block

Left to right: 533, 525, 517



STUDEBAKER AUTOMOBILE DEALER BUILDING

ADDRESS

533 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1928

STYLE

Commercial

Building History

Part of a group of five auto-related buildings designed and built by contractor Frank A. Rumery along this block of Forest Avenue between 1927 and 1928 (see description of overall Studebaker Block), the Studebaker Automobile Dealership at 533 Forest Avenue was built in 1928 for the Hennings Motor Company. Rumery's redevelopment of this section of Forest Avenue was part of a larger plan to redevelop the former expansive Ricker estate following the loss of the Ricker mansion in the mid 1920's. The buildings at 517, 525 and 533 Forest were physically connected at the rear. Two other Rumery-designed buildings at 495 and 501 Forest were also joined at the rear. At 533, the Studebaker brand's logo depicting a "Studebaker" banner spread across a spoked wheel still remains at the apex of the parapet gable; this structure is therefore considered the primary building of the three adjoining structures on Forest Avenue. Together, these buildings form an "E", with the shorter arms oriented perpendicular to Forest Avenue. Behind the long connected section of the buildings is the dealership's associated garage, located alone on the small alley of Indian Lane.

The Hennings Motor Company, formerly Gray-Son Motor Company and Waterville Motor Company, sold Studebaker and Erskine motor cars. Prior to its location at 533 Forest Avenue, its salesroom was at the edge of the Deering neighborhood at 26 Forest Ave while its main office and service department were on Allen Avenue in Morrill's Corner. In 1929 it appears to have shared its space at 533 Forest Avenue with a dentist's office. Hennings had moved to 511 Forest Avenue by 1934 and the building was then occupied by Couri Motor Company, a dealer in Pontiacs and later also GMCs, Tempests, and Vauxhalls. Couri still owned 533 Forest Avenue in 1969 and had acquired the neighboring 525 Forest Avenue building in 1955.

Harold Wiley Pontiac joined with Couri, and in 1981, sold the building to Young's Furniture. This sale required alterations to the structure to accommodate a retail furniture business, such as the addition of a loading dock. Today it is occupied by Skillful Home Recreation, an outdoor furniture retailer.

Architectural Description

533 Forest is a two-story brick structure. In this respect the building breaks with the typical pattern on Forest of one-story auto showrooms. At the ground floor level, the building features the classic three-bay façade composition associated with this building type: two large window openings (originally with single plate glass windows) flanking a center entrance. At the second floor level, four evenly spaced tall windows are located on either side of a larger opening in the center of the façade. The center opening is framed with cast stone; cast stone is also used for the upper floor window sills and the narrow projecting band that delineates the parapet from the main building façade. A flat roofed building, the roof parapet features a centered triangular gable within which is the cast stone Studebaker logo. A decorative pattern of variously projecting headers in the Flemish bond brickwork creates a textured masonry surface. This textured masonry is repeated on the adjoining buildings at 525 and 517 Forest Avenue.



Both of the building's side elevations are exposed to view. The southeast elevation is separated from the adjoining structure at 525 by a driveway that leads back to a deeply recessed connector that links the buildings. A garage door at the center of the connector faces the street. On the opposite side of the building, a surface parking lot immediately abutting the building exposes the elevation to view. As is typical of auto showrooms, the large showroom windows of the front façade are continued for one bay on the northwest elevation and three bays on the south east elevation. (The windows have been bricked in on the southeast elevation, but the openings and cast stone headers are still evident.) The upper story window pattern established on the front façade continues on the side elevations as well.

Alterations and Additions since Construction

The Studebaker Automobile Dealership building was constructed after the City's 1924 photodocumentation initiative and we do not have other early photographs to confirm its original appearance. Despite the lack of documentation to confirm the building's original appearance, it is clear that the building's form and general façade composition, as well as most of its architectural details, remain intact. Typical of commercial structures, the ground floor windows and entry have been replaced with new windows and doors, but the character-defining openings remain unchanged. The building remains in well-preserved condition and contributes to the visual character of the street and automotive history of Forest Avenue.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early views of 533 Forest will be added to this inventory form.



JOHN S. GOFF CHEVROLET BUILDING

ADDRESS

525 Forest Avenue

Architect

Frank A. Rumery

DATES

1927-28

Style

Commercial

Building History

Although the John S. Goff Chevrolet Company building does not carry the mark of a specific automobile company on its façade, it is both physically and stylistically linked to its neighbor, the Studebaker Automobile Showroom at 533 Forest Avenue and is part of a grouping of three connected showrooms built by Frank Rumery in 1928. (See description of larger Studebaker Block.)

John S. Goff Chevrolet Company owned the building from 1927 until 1935; by 1955 the business had relocated to 628 Congress Street. In 1944, both 525 and 517 Forest Avenue held US Army Quarters. The structure at 525 Forest Avenue was still used by the US Army as a sales office in 1945 and was acquired in 1955 by Couri Motor Company, who had already occupied 533 Forest Avenue for 20 years. The building currently serves as a gym.

Architectural Description

A one-story structure with a shallow pitched gable roof, the roof form of the showroom building at 525 Forest is fairly unique. (Most first-generation showrooms featured a flat roof, usually with a parapet to provide some additional building height and architectural interest.) The shallow gable end that faces the street features a wide window opening above the first floor with two mulled multi-lite windows. A heavy frame around the window opening draws further attention to the center. The gable also features a step at the center which further emphasizes this architectural element. At the two ends of the façade, the brick extends to suggest projecting piers that frame the center gable.

As with the Studebaker Dealership building at 533 Forest, the Goff Company building features an exterior of Flemish bond brickwork with irregularly-parapet detailing. In this building, the ends of these extending bricks are brought closer to the façade than at 533 Forest Avenue. The Goff Building also shares its overall form and decorative elements with the one+ story building at 517 Forest Avenue. Unifying details include the cast stone ornamentation above the side bays, the low-pitched roof with slight parapet detailing and the multi-lite fenestration centered in the gable.

Typical of this building type, the front façade's ground floor is three bays wide with two large showroom windows flanking a center entrance. It is evident from remaining headers that both side elevations also featured two showroom windows at the leading corners of the building; the openings have been infilled.

Note that the spacing between the Goff building and its connected neighbor at 517 is wider than the spacing between the Goff building and the Studebaker Dealership building at 533. This wider spacing accommodates two garage entrance set back from the street. The garage for 525 Forest is located at grade; at 517, a driveway leads down to a below-grade garage.

Alterations and Additions since Construction

As is typical of commercial structures, the ground floor windows and entry have been replaced with new windows and doors, but the character-defining wide openings remain unchanged. Openings on the side elevations are infilled, but still evident. The building remains in well-preserved condition and contributes to the visual character of the street and automotive history of Forest Avenue.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 525 Forest will be added to this inventory form.



CLIFTON R. SHAW AUTOMOBILE DEALERSHIP

ADDRESS

517 Forest Avenue

ARCHITECT

Frank A. Rumery

DATES

1928

STYLE

Commercial

Building History

Clifton R. Shaw Automobiles relocated from 365 Forest Avenue to 517 Forest Avenue when the latter building was constructed in 1928. This building is the third in the group of three structures geographically and aesthetically related to the Studebaker Automobile Dealership at 533 Forest Avenue. Connected to 525 Forest Avenue at the rear of the structure, it demonstrates a strongly shared form, scale, and ornamentation program with this neighboring building and also draws on the stylistic motifs of the Studebaker Automobile Dealership at 533 Forest Avenue.

Unlike its adjoining buildings, this structure was not consistently occupied. It was occupied by Fred's Motor Transportation Company in 1934 but lay vacant in 1935. In 1944, 517 and 525 Forest Avenue were utilized as US Army Quarters. The car dealership of Nash-Brown Incorporated and the Pattison Automobile Company, who marketed Dodge-Plymouth automobiles, operated at 517 Forest Avenue in 1945 and 1955 respectively, but by 1965 this location was again vacant. It currently serves as a dance studio for Casco Bay Movers.

Architectural Description

As with 525 Forest Avenue, the one story structure's low-pitched parapet gable roof emphasizes its horizontality and there is a multi-light window centered in the gable. Slightly projecting brick headers interrupt the Flemish bond pattern in an irregular decoration, a motif that is repeated in each of the three related buildings. The degree of this façade ornamentation is less pronounced than it is on its neighboring buildings.

As with its “twin” building at 525 Forest, the showroom portion of the building is clearly defined and exhibits the greatest architectural interest. The pier projections above the roofline, clearly evident on the southwest side elevation, terminate at a certain depth. Larger window openings also extend to this point on the side elevations. Beyond this point, the building takes on a more utilitarian appearance.

On the 517 Forest facade, the original height of the showroom windows is clearly evident, as there is no canopy obscuring the original openings. The top portion of the windows has been infilled with spandrel glass, however and the once-expansively wide individual showroom windows are broken into narrower mullied panes.

On the northeast side of the building, a driveway leads down to a below-grade garage entry below the building connector. In this respect, 517 is different from the other buildings in this grouping.

Alterations and Additions since Construction

But for typical alterations cited above, the building still retains its original form and classic façade composition, as well as its key architectural details. The building continues to convey its original use and its close visual and function relationship to its neighbors adds additional interest.

Note: Staff has learned of a recent donation of photographs from a private collection to the Maine Historical Society that includes mid-twentieth century photographs of 495, 501, 517, 525 and 533 Forest Avenue. When the photos have been processed and made available to the public, copies of the early view of 517 Forest will be added to this inventory form.



STUDEBAKER GARAGE

ADDRESS

44 Indian Lane

Architect

Frank A. Rumery

DATES

1928

Style

Commercial

This structure sits behind the Studebaker Automobile Block and is thought to have been constructed for use as the dealership's garage. Today it is the sole building with an address on Indian Lane, a small alley that runs parallel to Forest Avenue, and it would have been part of the Ricker Park redevelopment. The one story concrete block building has a side ell and a flat roof with a parapet detail that mimics the roofs of 525 and 517 Forest Avenue. The mix of concrete and wooden structural elements is still visible in the open garage interior. It is currently used as a parking garage for the Ricker Park apartment complex.



The Great Atlantic & Pacific Tea Co. Store

ADDRESS

617 Forest Avenue

ARCHITECT

unknown

DATES

1915

STYLE

19th/20th Century Revival

Building History

The building at 617 Forest Avenue was built in 1915 as a mixed-use structure. The mixed-use nature of the building reveals the fact that this portion of Forest Avenue was transitioning from a largely residential area at the turn of the century to an increasingly commercial one. The building is located at the corner of Arlington Place, a short dead end residential street known in the late 19th century as Belmont Place. In 1917, William Oxnard sold the lot with buildings to Mina and Abbie Ambrose. Abbie Ambrose was the widow of Edward Ambrose, a Readfield attorney who died in 1915. Daughter Mina worked as a high school teacher and later was the assistant principal of Cape Elizabeth high School. The family does not appear to have lived in the building, rather using it as an investment property.

The shop front of the three-story building was first occupied by the Great Atlantic and Pacific Tea Company, a national grocery chain later known as the A&P. The company was founded in 1859 in New York City. In 1915 the company had 1600 stores nationwide. The upper portion of the building was occupied by two five-room apartments that were rented for \$35/month in 1924 .

The building was sold by the Ambrose family in 1923 to Joseph Kalil (1886-1959) of Portland. Joseph immigrated to Portland in 1904 from Lebanon. Joseph and his wife Ida lived upstairs and Joseph's dry goods store was in the storefront below for several years before he became a travelling salesman.

The shopfront was occupied by C.F. Cook and Sons, a meat and provisions dealer in the 1930s-1950s. Today the second floor, which was built for residential use, is leased as office space.

Architectural Description

The building is a three story brick structure with a flat roof. The façade features a projecting two-story faceted bay that is centered on the façade. The storefront originally featured a recessed central entrance flanked by two storefront windows. Today, the storefront consists of a recessed side entry with one large storefront window with two large mulled windows over a recessed wood panel base. The entry to the upper floors is located to the right of the storefront, as it has been since the building was constructed. The building features a projecting cornice supported by a deep frieze and modillions. The east elevation, which is exposed due to the building's corner location, features pairs of mulled windows in the center and single windows on each side. All windows are topped by decorative brick lintels. A curious smaller window opening near the leading corner of the building retains its original pedimented roof. The second floor unit is now leased as office space. The building's brick exterior features fine mortar joints, typical of early twentieth century masonry.

Alterations and Additions since 1924

While the storefront and upper story entrances have been altered, the building retains most of its character - defining details including the bay details, the projecting cornice and modillions, and the unique temple framed window on the Arlington Place façade. These details and the building form and massing contribute to the character of Woodfords Corner and the Forest Avenue corridor.



617-619 Forest Avenue in 1924.



617 Forest, southeast elevation



Darling-Kidder Motor Car Company

ADDRESS

630 Forest Avenue

ARCHITECT

unknown

DATES

1917

STYLE

Vernacular

Building History

Originally occupied by the Darling-Kidder Automobile Dealership, the brick building at 630 Forest Avenue was built 1916-1917. It is one of several early automobile related businesses on the length of Forest Avenue that would become known as Portland's Auto Row.

Darling-Kidder was established in 1916 as a joint venture between Veranus Darling of Auburn and Myron Kidder of Portland. The partnership was short lived dissolving in 1919. Veranus Darling was a pioneer in Maine's automobile business. Initially an owner in a bicycle shop, he was a natural mechanic that seized on the opportunity presented by the new auto industry. He established the second automobile dealership in Maine and became the state agent for Reo motor cars. He also served as the director of the Maine Auto Dealers' Association. Veranus Darling died in 1924 and his son Elmer Darling succeeded him in the Darling Automobile Company.

In 1919 Myron D. Kidder moved the REO auto and truck dealership to 343-349 Forest Avenue. REO Motor Car Company was established in Lansing, MI in 1905. It was founded by Ransom E. Olds, founder of the Olds Motor Vehicle Company, later Oldsmobile. In 1910 REO added trucks to their manufacturing and in 1936 switched their focus solely to truck manufacturing.

The building was subsequently occupied by Chandler Motors of Maine, distributors of the Chandler and Cleveland Motor Cars, and Regent Motor Sales, Inc., a new and used car dealership. In the 1940s the former showroom and automobile service center was converted to a retail shop for Tom Taylors, a men's clothing shop.



1924 tax photo of the Darling-Kidder building

Architectural description

A one story commercial block located at the corner of Forest Ave. and Revere Street, the building takes advantage of its corner location by wrapping the corner with a curved façade. Tall, wide commercial windows with multi-lite transoms are separated by stout brick piers. The building features a deep frieze band below a projecting horizontal cornice. Above the cornice is a parapet which is punctuated by projections that continue from the projecting brick piers below. The entry, which is recessed, is on the Forest Avenue façade.

Alterations, Additions since construction

A rear addition was introduced some years after the building's original construction and does not contribute to the building's significance. It is recessive in appearance, however, and does not compete with the original structure. The break between the original structure and the addition is discernible on the Revere Street elevation. Other changes include the wrapping or coating of the original brick parapet, visible in the 1924 photo. Alteration to the parapet had the effect of altering the proportions of the building. Windows and doors have been replaced as well, although a number of the original divided-lite wood transom windows remain at the west end of the building.

Although 630 Forest has undergone exterior changes, particularly within the storefront bays, the building retains its original façade composition and bay spacing, as well as a number of its key architectural details, including several of its original divided-light transoms, its cornice, and strong brick piers. The former auto showroom building still clearly conveys its association with Forest Avenue's automotive history and continues to contribute to the visual character of Woodford's Corner and the Forest Avenue corridor.

IN THE TRADE

EASTERN STATES

MAINE—PORTLAND.—One of the Reo Motor Car Co.'s progressive dealers, the Darling-Kidder Co., has recently moved into its new, thoroughly up-to-date building, built especially for the housing and sale of Reo cars and trucks. The new quarters occupies a lot of about 5,000 square feet, and cost about \$20,000. The salesroom is at the right hand side of the building and the service station, which will accommodate 15 to 20 cars, is on the left. Especially attractive is the twelve-foot sidewalk around the building, and parking spaces, between the concrete walk and the curb.

From the February 23, 1918 publication of
Automobile Topics

Darling-Kidder Company

V. S. DARLING, Pres. M. D. KIDDER, Treas. and Man.

"HOME OF THE REO"

SALES SERVICES

Cumberland and York County Distributors

REO MOTOR CARS AND TRUCKS



Aerial view showing footprint of later addition



ODD FELLOWS BLOCK

ADDRESS

643-651 Forest Avenue

ARCHITECT

F. H. Fassett & E. F. Fassett

DATES

1897

STYLE

Italianate

Building History

Built in 1897, the Odd Fellows Block was designed by Francis H. Fassett and his son Edward F. Fassett, well-known Portland architects of the time. Francis H. Fassett heavily influenced the architectural heritage of Portland through his use of the Victorian High Gothic, Queen Anne, and Italianate styles. Most famous for his grand residences, churches, and civic architecture, Fassett and his son designed this building for the Independent Order of Odd Fellows in the Italianate style.

The Independent Order of Odd Fellows is a fraternal organization with roots in 18th Century England. The charitable and service-based values held by the Odd Fellows may be visible in the variety of functions their building could accommodate. The 1926 Portland City Directory describes a multipurpose space that allowed for commercial tenants such as dentists and a tailor as well as gathering spaces for Masons and the Odd Fellows themselves in addition to an area for the Second Church of Christ (Scientist). By 1955, the uses seem to have been pared, with only one dentist on record, and halls only for the Masons and Odd Fellows. The Odd Fellows also owned the building at 645 Forest Avenue, adjacent to the rear of the main Block, which served as a bank and offices, and a social hall in downtown Portland at 21 Forest Avenue.

Considered majestic when the building was completed in 1897, the citizens of a then-independent town of Deering wished for it to serve as their town hall; Portland annexed Deering by an Act of the legislature in 1899 and had two separate city councils for one transitional year, before fully absorbing Deering's government in 1900.



Architectural Description

The Odd Fellows Block is a four story red brick flatiron structure that sits at the center of Woodfords Corner and stands as the prominent anchor of the main intersection of Forest Avenue, Woodford Street, and Deering Avenue due to its overall scale, corner-oriented clock tower and architectural interest. The tower, with its Doric columns and cupola, rises well above the flat roof. Below the cornice on the Forest Avenue frontage, light bricks form the letters “I. O. O. F. Block”.

The upper floors of the building feature a regular pattern of fenestration, with arched-topped windows on the second and third floors and semi-circular-topped windows on the fourth. At the corner facing the intersection, the windows openings are wider, with paired windows. Projecting brick piers divide the upper floors into bays. The decorative brickwork in stringcourses, window lintels, panels between floors, and a Greek key motif at the frieze beneath the cornice further enliven the building elevations. The deeply projecting cornice, which is supported by wood brackets, breaks at the corner, which emphasizes the vertical tower element facing Woodford’s Corner.

The two ends of the Forest Avenue elevation, though similar in treatment, are architecturally differentiated. The break between the two treatments occurs near the center of the façade where two brick piers define what was likely a building entrance at the ground floor level. Between the piers at the second floor level is an oval cast stone plaque with the date of the building and the initials “I.O.O.F.”. To the south (right), second floor windows repeat as on the left side of the elevation, but taller windows span the third and fourth floors, providing a distinctly vertical emphasis. Beyond the main four-story block, the building steps down to a two-story structure that is distinguished by a different frieze/cornice treatment.

At the ground floor, an intermediate cornice/sign band divided the base of the building from the upper floors. This cornice terminates just before the two storefronts at the south end of the Forest Ave. elevation.

Today the ground floor level features a variety of window and entry treatments. At the corner entry are a pair of contemporary steel doors. On the north (left) side of the Forest Avenue elevation are a series of square window openings infilled with three mullied windows. At the south end of this elevation are two storefronts, each with their own door/window pattern. The storefront on the left features a recessed center entry flanked by two faceted storefront windows. The storefront on the right features a recessed entry at the left, with a single broad storefront window on the right. The storefront window extends closer to the ground. A tall infill panel is located above each storefront, likely covering an area that once featured a transom window and sign panel.

The Woodford Street elevation is less detailed than the Forest Avenue elevation and appears to have been treated as a secondary elevation from the building's construction (see photo). The windows are more widely spaced and some of the brick detailing (e.g. the brick piers) have been eliminated. At the ground floor level are a series of widely spaced horizontal window openings infilled with three-lite mullied windows. A metal fire escape is attached to this elevation.

The flatiron form of the Odd Fellows Block is repeated in a more conservative manner at the Chapman Building on the opposite side of Forest Avenue, built seventeen years later, and interpreted in a modern architectural vocabulary in the diagonally-facing Mid-Century Modernist building across the main intersection. These structures serve as the architectural cornerstones of Woodford's Corner and form a gateway for those approaching the City of Portland from the north.

Alterations and Additions since Construction

As the building has been in the ownership of a non-profit organization, it was not documented as part of the 1924 tax reevaluation. Additional photographs in the IOOF's archives will be helpful in confirming the nature and scope of alterations made since the building's construction. The most evident alterations are to the main entrance that faces Woodford's Corner and to the ground floor in general. Original upper floor windows have been replaced as well, but the openings remain unchanged. On the rear elevation, some window openings have been bricked in and door openings infilled with steel doors. Notwithstanding these changes, the building remains in well-preserved condition thanks to the stewardship of the Odd Fellows. The most recent initiative of the organization was the restoration of the building's signature clock tower.



Google Earth



CHAPMAN BLOCK

ADDRESS

648 Forest Avenue

ARCHITECT

unknown

DATES

C. 1916

STYLE

Italianate

Building History

The flatiron building at 648 Forest was constructed circa 1916. According to the 1924 tax records, the building was owned by Albion L. Chapman as of that date. Presumably, the building was built for Mr. Chapman as he and his partner George Wyman were local to Woodford's Corner and had an apothecary at 552-554 Deering Avenue on the corner of Forest and Deering Avenues in 1900. The architect is not known. This block should not be confused with the Chapman Building at 447 Congress on the peninsula, often referred to as the Time & Temperature Building.

The Chapman Block has housed a variety of occupants over its history. In 1926, a milliner named Alberta L. Stickney and the Deering Loan and Building Association both operated from the Chapman Block's office spaces. Nearly ten years later the building's resident businesses had expanded to include a beauty shop, physician and dentist offices, a real estate and insurance agency, and a music teacher. Virginia Sweetser taught music in this building for at least ten years until 1936.

The Chapman Block also accommodated several eateries over the years, a function it has shared with the Modernist structure located across the busy Woodford's Corner intersection at 660 Forest Avenue. This building housed the former Valle's Sandwich Shop from 1964 to 1966 and remained an integral part of the region's food service industry in its capacity as the Valle corporate headquarters until 2000. In the 1970s, Woodford's Tavern occupied space within the Chapman Block; today, the building accommodates the Bayou Kitchen restaurant.

In 1967, the upper floors of the Chapman Block changed use from office space to apartments and interior alterations were necessary. Bayou Kitchen expanded into space previously occupied by a tattoo parlor in 2011, which required significant interior remodeling.

Architectural Description

The Chapman Block is a three story brick flatiron structure. Stacked bay windows on the second and third levels dominate the building's façade which faces the Woodfords Corner intersection. The bays, which are ornamented with decorative panels in wood and brick, project well beyond a recessed entryway at the ground floor. Abutting this entry are storefront windows on either side that extend a short distance around the building corners. Beyond this point on both the Forest Avenue and Deering Avenue elevations are brick fields that separate the "nose" of the building from the storefronts that face the respective streets. This separation is reinforced by the treatment of the cornice separating the ground floor from the upper floors. The cornice stops at the corner and picks up again above the storefronts on the side elevations.

On the Forest Avenue elevation is a building entrance with sidelight and a storefront with recessed entry. To the right of the building entrance are two boarded-up window openings and another single storefront window. The ground floor of the Deering Avenue elevation features a single storefront with recessed entry and a single window. On this elevation the solid brick field is wider, but is enhanced by two decorative flush panels.

The upper floors feature punched window openings of vertical proportions. Some windows are grouped in two's or three's and others are single openings. The current windows are one-over-one and it is likely that they were one-over-one when built, given the era of construction. Flat cast stone lintels cap the second floor windows; the third floor windows openings have arched panels above with arched brick lintels. A decorative band of vertically-oriented bricks run between the third floor windows, adding visual interest. A deep cornice of cast stone with a parapet above terminate the building at the roofline. Immediately below the projecting cornice is decorative brickwork. The roof itself is flat.

In form, orientation and general architectural expression, the Chapman Block complements the earlier Odd Fellows flatiron block across the street, but is more modest in scale and architectural detail. The pairing of the two flatiron blocks forms a gateway when entering Portland along Forest Avenue from the north.

Alterations and Additions since Construction

The Chapman Block remains in relatively unaltered condition. A number of the upper floor windows have been replaced, as have some components of the storefronts (e.g. transoms and bulkheads), but the prominent bays facing Woodfords Corner retain their original detail and the overall composition of each façade remains unchanged. Enough original elements remain to guide a future rehabilitation effort. It should be noted that partial repointing was completed in the recent past; the repointing is not consistent with the original masonry.





Forest Avenue elevation of Chapman Block



Deering Avenue elevation



VALLE'S SANDWICH SHOP

ADDRESS

660 Forest Avenue

ARCHITECT

William Nelson Jacobs Associates

DATES

1964

STYLE

Modern/Contemporary

Building History

The building at 660 Forest Avenue was purpose-built in 1964 to house Valle's Sandwich Shop, a short-lived smaller-scale arm of Valle's Steak House. Valle's Steak House operated from 1933 to 2000 and was a very successful regional restaurant with 25 locations along the East Coast.

Donald Della Valle emigrated from Italy to Portland in 1912 and opened the 12-seat Valle's Café in the Woodford's Corner area at the end of Prohibition in 1933. The first steak house, located at 660 Forest Avenue after World War II, was a one story building and contained a large sign projecting from the flat roof above the front door (see photo). In 1960, the restaurant business was moved from this location in Woodford's Corner to Brighton Avenue and in 1962, Valle was granted permission to demolish a theater adjacent to his Woodford's Corner lot with the notation, "Land to be built on later". The current structure was built on the site of the former steak house and theater in 1964 and operated as a sandwich shop for a short period, before serving as the corporate offices for Valle's Steak House from 1966 until 2000.

As with the current building, the space at the rear of the earlier structure was shared with another commercial enterprise; in 1950, the popular New England chain Benjamin Franklin general store occupied the secondary space and today the commercial space in the rear ell is used by a combination dry cleaners and tanning salon.

Architectural Description

The building was designed by the Boston-based firm of William Nelson Jacobs Associates and remains one of Portland's few extant and largely unaltered Modern/Contemporary structures.

Located in the center of Woodford's Corner, this Mid-Century Modern building faces the Chapman Building and the block erected for the Independent Order of Odd Fellows across the main intersection of Forest Avenue, Woodford Street, and Deering Avenue. Although distinct in both scale and architectural style from these older structures, the building at 660 Forest Avenue echoes their flatiron facades in its diagonally-oriented placement on the corner. Its dynamic positioning re-interprets their strong street level presence with a projecting three bay façade, large floor-to-ceiling windows capped with a tripartite parallel gable roof, and exaggerated angular overhangs. Other Valle's locations also featured this unique three-bay façade and exaggerated roofline, a characteristic referenced in the company's mid-century logo . The rear ell of the building, which features a simple box-like massing and a flat roof, is a nondescript, secondary component of the overall structure, exhibiting none of the architectural exuberance of the corner element.

Alterations, Additions since Construction

Since the building's construction, no major alterations have taken place.



Previous structure on site

VALLE'S
STEAK HOUSE



660 Forest Ave



Engine Company No. 8 Firehouse

ADDRESS

536 Deering Avenue

ARCHITECT

unknown

DATES

1907

STYLE

19th/20th Century

Building History

The former Engine Company No. 8 Firehouse is located at 536 Deering Avenue, in close proximity to the Woodford's Corner intersection. Currently the site of Big Sky Bread Company, the firehouse was built in 1907 to serve the surrounding Deering neighborhood and operated as a firehouse until 1967.

Woodford's Corner had an active fire-fighting group starting in 1873, two years after the formation of the town of Deering. This fire brigade was called the Woodford's Engine Company and by 1889 it occupied space in Lewis Hall at 165 Woodford Street, sharing the building with the Deering Town Offices and another fire company, Ladder Company Four. When the City of Portland annexed Deering in 1899, the resulting integration and reorganization of fire companies saw the brigade at Woodford's Corner become Portland's Engine Company Eight. In 1907 Ladder Company Four moved to a newly-constructed firehouse close to Morrill's Corner on Arbor Street and Engine No. 8 transferred to the purpose-built brick fire station at 536 Deering Avenue.

The Engine Company No. Eight Firehouse played an important role in the Portland Fire Department. In 1916, it was the first station in Portland to put a motorized fire truck into service. It was the headquarters for the City's District Two Fire Chief from 1909 until its closure. Engine Company No. 8 remained an active fire department company at 536 Deering Avenue until 1967 when the engine company was relocated, along with the District Chief's offices, to North Deering.

After the engine company relocated to North Deering in 1967, the City of Portland leased the unoccupied firehouse to the Children's Theatre of Maine in 1971 for a period of five years at the cost of one dollar. This change of use necessitated some interior modifications, such as the removal of the fire pole and the addition of a metal fire escape. Following the Theatre's leasing period, the firehouse was used by the City for storage but remained vacant until a private owner bought the building in 1994. The building's current tenant, Big Sky Bread Company, moved into the space the same year.

Architectural Description

The building is a two story brick structure with a flat roof. Although the building is simple and straightforward in its massing, the level of architectural detail belies the functional nature of its use. The façade features a pair of two-story tall openings separated by a center brick pier. At the ground floor level are garage doors and above are three mullioned one-over-one windows. Separating the doors and the windows above are three square wood panels featuring a decorative cross-brace detail. This detail also appeared in the station's original doors—see historic photos. At the center of the façade a flagpole is mounted at the second story level and extends well above the roofline. The deeply overhanging cornice is supported by brackets and the frieze is ornamented with dentils. The brickwork itself is an important character-defining feature with narrow mortar joints that give the masonry a very uniform appearance. This type of brickwork was popular in the early 20th century. The "Engine 8" sign that can be seen in historic images is no longer hanging on the façade. A siren tower was erected on the roof in 1951.

The side elevations feature simple punched window openings, the placement of which reflecting the interior layout more than a strict adherence to architectural uniformity. The one-over-one windows feature rusticated granite sills and lintels of soldier course brick. Behind the main block of the building is a rear ell that is set back from the main block's side elevation. The decorative cornice continues around the entire ell. The ell's south elevation features a garage door opening with steel header and a large loft opening with projecting hoisting arm. Given the building's location at the corner of Deering Avenue and Revere Street, the building's entire south elevation is clearly visible. The rear elevation of the ell is also visible; the window openings on the rear have been bricked in.

Additions and Alterations since Construction

As a municipal, tax-exempt structure, the firehouse was not included in the 1924 tax revaluation and therefore no photograph was taken. Fortunately, other early photos exist to confirm its original appearance. From those photos we know the original appearance of the firehouse doors. These have been replaced with more contemporary doors that feature a high degree of glazing. But for the door replacement, the building retains its original features and is in well preserved condition thanks to a major rehabilitation by the current owner in 1994. It remains an important landmark in the Woodford's Corner/Deering neighborhood.



Engine Company No. 8 Firehouse circa 1912. Maine Historical Society Image.



Building in 1994, when City sold it to current owner.



View of building from Revere Street

Forest Ave. Public Comments



Friends of Woodfords Corner
c/o 57 Revere Street
Portland, ME 04103

07/23/19

Julia Sheridan, Chair
Historic Preservation Board
City of Portland

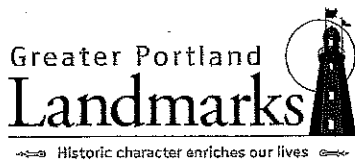
Dear Ms. Sheridan and board members:

As a Main Streets affiliate organization established in 2015, the Friends of Woodfords Corner (FWC) supports economic development in the context of historic preservation, as it is one of the tenets of National Main Streets movement. Specifically, FWC supports the City of Portland's historic designation of certain properties in Woodfords Corner for a number of reasons:

- **Historic preservation has a proven track record** of promoting community and economic development by creating jobs, preserving historic buildings, and bringing new vitalities to our communities.
- **The Historic Preservation Tax Credit has helped revitalize communities and properties** across Maine and throughout the United States.
- Properties so designated are **eligible for receiving State and Federal Historic Preservation Tax Credits**
- This designation, and the tax credit, have enabled a flexible approach to preservation that has **stimulated significant economic growth through private investment** and the creation of new jobs.
- Through use of the tax credit, **owners of designated properties can save a great deal of money on improvements they make** to their properties (up to 40% on qualified rehabilitation expenses).
- In Maine, since the program began in 2002, investment in Main Streets communities has demonstrated **a Return on Investment (ROI) of \$20.18 to 1.**

Outcomes from Application of Historic Preservation Tax Credits (HTC) in Maine Since 2008
(From a 2017 article in *Maine Biz*)

- ✓ 83 HTC projects
- ✓ 5,180 new jobs



23 July 2019

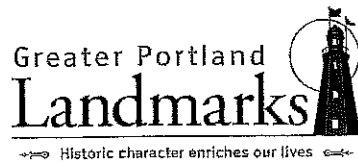
Chair Sheridan and Members of the Historic Preservation Board,

Greater Portland Landmarks urges you to find the seventeen nominated buildings along Forest Avenue eligible for landmark designation and formally recommend their designation to the Portland City Council. The nominated resources include a number of architecturally significant buildings and several iconic buildings that tell the story of Forest Avenue's development history. Included are a significant number of early twentieth century buildings occupied by new car dealers, used car dealers, parts suppliers, and auto repair shops that earned Forest Avenue its moniker as Portland's "Auto Row".

Landmarks feels strongly that the existing provision of the Historic Preservation Ordinance, combined with the summary narrative included with the descriptive individual property forms, provides adequate protection, guidance, and flexibility for future review of the proposed landmark properties without any changes to the Land Use Code:

- We do not support amending the site plan provision regarding the "100-foot rule" as we strongly believe that all development adjacent to a designated individual landmark within the city should follow the same rules. The flexibility in the design standards and the eclectic nature of the context along Forest Avenue are sufficient to allow opportunities for a variety of architectural solutions on abutting parcels.
- We do not support amending the historic preservation ordinance to create an exception that only readily visible alterations or additions be subject to review. Most of the proposed landmarks are visible on two or more sides from public ways and many share a common party wall with another structure. Again, we strongly believe that all designated individual landmarks within the city should be subject to the same rules. We believe the summary narrative included with the staff report describes the intended limits of review sufficient to inform future applicants and board members.
- We do not support amending the historic preservation ordinance to address the issue of building heights. We believe the summary narrative included with the staff report describes the intention of the board to review the manner of how an applicant proposes to achieve an allowed building height in a way that is sufficient to inform future applicants and board members.
- We do feel that it is appropriate to update the Historic Resources Design Manual to reflect not only the options for adding additional floors or partial redevelopment, but to include recent projects approved by the board that illustrate these and other design standards.

We encourage the board to include in the designation narrative a clarifying statement regarding the review of



alterations to discourage "facadism" when considering proposals for partial demolition. For example:

"The historic preservation ordinance allows for consideration of partial demolition of a designated structure for redevelopment where removal of that portion of the property would not materially diminish the identified architectural," *character defining features and would retain a sufficient amount of the original property so that the essential form and integrity of the historic property is not impaired.*

As several of the building owners have pointed out, they are doing excellent work to maintain or improve their buildings. The intent of landmark designation is not to penalize them, but to celebrate their good stewardship and to identify these landmarks as buildings of value in our city's streetscapes. We believe the city's proposed designations support the public interest by enhancing Woodford Corner's character as a destination business district, establishing a preferred development pattern to be emulated in future developments and incentivizing opportunities for economic redevelopment along the corridor.

Thank you for considering our views.

Julie Larry
Director of Advocacy

Alta Vista LLC
495 Forest Avenue
Portland, Maine 04101

July 24, 2019

Chair Sheridan
Members of the Historic Preservation Committee

We have received multiple letters and attended multiple workshops regarding the nomination of 495 Forest Avenue and its proposed designation as a historic building. Deb Andrews, Historic Preservation Program Manager, and the Historic Preservation Board have communicated appropriately and hosted significant opportunities for public comment. We have attended nearly all of the public sessions. Thank you.

Since attending public workshops, a site visit, and a site specific planning department meeting, our message to the board has been consistent. Beginning May 14, 2019 a request has been publicly and openly to be withdrawn from consideration.

Today, July 23, 2019 is the public hearing. We request that the HP board review the public testimony and the testimony of the owners regarding 495 Forest Avenue. Based on information gathered to date, the testimony provided at workshops and testimony by email, *we formally and respectfully request to be withdrawn for designation consideration at this time.*

Please see a brief timeline of events that we have based our request upon:

- April 4, 2017 - Purchased 495 Avenue.
- April - February 2018 - Invested significantly in renovations to preserve and upgrade the structure.
- March 19, 2019 - First formal notice for potential designation.
- April 3, 2019 - Attended Workshop Preliminary Review of Proposed Historic Designation by HP Manager Deborah Andrews.
- April 17, 2019 - Attended presentation by Planning Director Christine Grimando.
- April 24, 2019 - Met with HP Manager Deborah Andrews at 495 Forest Avenue to gain perspective, understanding and education on process.
- May 6, 2019 - Received letter of formal nomination by Chair Sheridan and member Pollard.
- May 9, 2019 - Met with Planning Director Christine Grimando at City Hall to gain an understanding of how planning, codes, ordinances, comprehensive plan, potential future development... combine with HP and how this can help or burden the future of the property
- May 14, 2019 - sent email to HP board - requesting to be withdrawn from consideration.
- May 15, 2019 - workshop with HP board - request to be withdrawn from consideration
- June 19, 2019 - workshop with HP board - request to be withdrawn from consideration
- July 29, 2019 - workshop with HP - this workshop was not attended due to repetition
- July 24, 2019 - Public Hearing HP board - request to be withdrawn from consideration

Thank you.

Sheila and Adam Nappi

Please support 17 potential landmark buildings along Forest Avenue.

nancy montgomery <nm@nmontgomerydesign.com>

Jul 24, 2019 1:20 PM

Posted in group: **Planning and Urban Development**

Honorable Planning Board Members,

Historic preservation enriches our lives.

As a long time resident of Portland, living a block away from Forest Avenue, I strongly urge your support for the landmark designation of the 17 vital buildings.

It is perhaps ironic that Forest Avenue developed along with the automobile. And today stands in danger of being swamped by the same. It would be so easy for this entrance to the city to fall into a development cycle that would soon make it just another busy, characterless street. The kind of street you see all across this land and not the kind of street that adds value to the fabric of our lives.

And this fabric is not purely aesthetic or backward looking. It has economic value. As we see as Portland today reaps the benefits of years of preservation efforts.

To see the new life coming to Woodfords is so encouraging. The citizens are working so hard to preserve and create a sense of place. It is working. New businesses are coming. Restaurants, bakeries, galleries are making this more desirable by the day. And the new intersection with its public art shows that forces of government are also playing a critical role.

But this progress is fragile. Your vote could go a long way to holding on to these resources that will only over time grown in value and help springboard this once overlooked stretch of street into yet another reason so many of us choose to live and work here in this very special place.

Thank you for your consideration. It is greatly appreciated.

Jack Vreeland and Nancy Montgomery
Montgomery Design
447 Deering Ave., Portland, ME 04103
207 879 9152

jackvreeland@gmail.com
nm@nmontgomerydesign.com

Forest Ave., etc.

Pamela White <whiteangeffa@gmail.com>

Jul 20, 2019 12:54 PM

Posted in group: **Planning and Urban Development**

Please recommend the preservation of landmark buildings on July 24th at the meeting. I hope the building owners and everyone will be on board to save these historic buildings.

Our city is changing very rapidly, especially along the waterfront. I'm thankful for the work of the Portland Hx. Soc., but we need to continue to value the past we love, as we grow. Thank you, Pamela of South Portland.

—
Pamela J. White

On Friday, July 19, 2019 at 7:49:40 AM UTC-4, Lauritzen, Amanda L. wrote:

Hello,

I am writing in support of designating landmarks on Forest Avenue, as from the email I received earlier this morning.

Thank you,

Amanda Lauritzen

On Friday, July 19, 2019 at 10:17:51 AM UTC-4, Loren Coleman wrote:

Dear Planning Members:

I wish to record my support for your positive consideration of the designation of 17 potential landmark buildings along Forest Avenue between Woodfords Corner and I-295. The designation would assist in the preservation of these significant examples of vanishing architecture in Portland.

I especially point to the mid century modern design of 660 Forest Avenue, which continues to vanish in contemporary renovations.

Thank you,

Loren

Loren Coleman, Founder and Director Emeritus

International Cryptozoology Museum

4 Thompson's Point Road, Suite 106

Portland, Maine 04102

USA

On Friday, July 19, 2019 at 10:04:57 AM UTC-4, Grace Braley wrote:

Ever since I moved here, I've been intrigued with Forest Avenue.

I think there are traffic and parking issues the city could address, and once I worked out my own plan.

These buildings are fascinating, and I often wonder what the history and expectations were as they got built and used. Their structure sets a tone or a style for this wide business street.

solid, not cluttered, not too high, dignified.....

Please landmark them.

If there are ways to avoid over-constraint on those who use them -- obviously, should.

Grace Braley



Deb Andrews <dga@portlandmaine.gov>

536 Deering Avenue withdrawal request from Historic Preservation designation

1 message

Michael Kaplan <KaplanCompany@msn.com>
 To: Deborah Andrews <dga@portlandmaine.gov>

Fri, Jun 21, 2019 at 12:14 PM

To Deb Andrews and the City of Portland Historic Preservation Board:

We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation and confirmation this has been done.

For approximately 27 years, we (Martha Elkus {the owner of Big Sky Bread Company}, the building at 536 Deering Avenue, KAPLAN 536 LLC and the people in the neighborhood) have all gotten along very well without an extra layer of City of Portland Historic Preservation Board overseeing, managing, dictating to us. That is a very long time. You can see from the pictures and engineering study how the City of Portland maintained the building when the City of Portland owned and maintained the building at 536 Deering Avenue. At three of the previous City of Portland Historic Preservation Board meeting in multiple rooms at City Hall the heat was on very high and the windows were opened to adjust the temperature. As I understand it this waste of money and environmentally unfriendly way of adjusting the temperature in a room has happened every fall, winter and spring; day after day, week after week, year after year, decade after decade and most likely will continue year after year, decade after decade into the future. We do not need people who are from away and do not own property in Portland to manage and oversee our property. We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation not only for myself but for my sons who were born in Portland and grew up in the house I have been living in since 1965 (54 years) which is a few streets away from 536 Deering Avenue and my sons are currently help managing and will eventually own the building. Dealing with City of Portland Historic Preservation Board will add expenses (extra fees) delays (waiting for one more layer of government approval) that we have proven over the last 27 years that we do not need or deserve to have to deal with. We are very capable of managing 536 Deering Avenue without the current City of Portland Historic Preservation Board and future board members dictating to us their opinion on managing our well maintained and efficiently run property. We do not want any historic tax credits from the federal, state or city governments. We have always paid our real estate taxes, storm water fees, sewer and water invoices, downtown district tax and annual apartment inspection fees when they are due. We have never been late for 54 years. We would greatly prefer not to waste our time and energy attending another 5 pm City of Portland Historic Board meeting, having to get up and say the same thing we said at the last meetings and ending up with nothing being accomplished. Its stressful, a waste and inefficient use of my time. We have done nothing wrong to be treated like this.

We are attaching the pictures of the building at 536 Deering Avenue showing the condition of the building when we bought from the City of Portland. We are also attaching the engineering study, that the City of Portland paid for, reviewing the condition of the building prior to the City of Portland selling it to us. We are also attaching the Greater Portland Landmarks award that the Martha Elkus & Bill Harris and we received without any City of Portland Historic Preservation Board oversight and newspaper article further describing the building's condition while the City of Portland owned it. We are requesting that you show these pictures, City of Portland engineering study and Greater Portland Landmarks letter and award certificate and newspaper article on the projection screen and in all of the information packets when discussing 536 Deering Avenue at all of the future meetings. Please confirm that you will be showing on the projection screen and include in all of the information packets when discussing 536 Deering Avenue

7/24/2019

City of Portland Mail - 536 Deering Avenue withdrawal request from Historic Preservation designation

all of the attachments at all of the future meetings. If you refuse to comply with our request you will leave us no alternative but to spend and waste more time and more expense of going to Staples and having everything enlarged and put on white backer boards to present at each of the future meetings.

We are requesting the building at 536 Deering Avenue be withdrawn from Historic Preservation designation and confirmation this has been done.

Michael Kaplan
KAPLAN 536 LLC
49 Ocean Avenue
Portland, ME 04103-5722
telephone 207.774.9492
kaplancompany@msn.com

3 attachments

-  **Scan engineering review and GPL award 6.20.19.pdf**
5600K
-  **Scan 536 Deering pictures of building as sold by City of Portland.pdf**
2761K
-  **Scan newspaper article 536 Deering 6.20.19.pdf**
1678K

P.O. Box 432, South Freeport, Maine 04078 207/865-9289

Mr. Richard Lauck
Portland Public Works
55 Portland St.
Portland, ME 04101

Dear Richard:

Part I - Field Investigation

- A. The fire station is boarded up, with no electrical, heating or ventilation systems operating. The roof membrane has failed, allowing rainwater to enter the structure in several areas.
- B. Plaster and drywall used as interior finishes are heavily water damaged and probably not salvageable. Wood paneling used as an interior finish has been stained. These stains appear to be caused by molds, and could possibly be repaired. Several areas of wood paneling may have been damaged by fungus and may require replacement.
*New Electrical & Mechanical
Baker & Co. →*
- C. Wood floor deck has absorbed large amounts of moisture. Deterioration of the deck indicates that wood has absorbed moisture beyond its fiber saturation point. Swelling and buckling of floor deck members and fungal attack to the wet wood indicates that the wood floors will have to be replaced if the building is renovated.
- D. Mold stains (powdery appearance) on floor and roof joists are common throughout the building. Mold stains do not present a structural hazard. Fungal stains (cottony appearance) were observed to a lesser extent at floor and roof joists. Fungal stains were concentrated in the 1st floor joist exposed in the basement. Deterioration from fungal attack included a watersoaked appearance and visible signs of decay. Floor and roof joists will have to be reinforced at areas of decay if the building is renovated.
- E. Decay due to fungal attack is common at wood beams supporting floors and roof. In many cases rotted wood could be scraped off the surface of the beams. Most wood beams in the building will have to be replaced if the building is renovated.
- F. Masonry walls are in good condition. No settling or cracking of brickwork was noted.

1. THE PROBLEM
 2. THE CAUSE
 3. THE EFFECT
 4. THE SOLUTION

Old Woodfords Fire Station
Framing Review

Part II - Structural Review

- A. 1st floor joists are rough cut 2 x 12's @ 17" to 18" o.c.
2nd floor joists are rough cut 2 x 10's @ 17" to 18" o.c.
Roof joists are rough cut 2 x 10's @ 24" o.c.

<u>span</u>	<u>original capacity</u>	<u>remarks</u>
14 ft. or less (floor)	90 - 300 psf	reinf. decayed joists
17' - 0" (floor)	85 psf	add add'l bearing to reduce span
14 ft. or less (roof)	75 - 120 psf	reinf. decayed joists

- B. 1st floor beams are full size 6 x 12 and 8 x 12.
2nd floor beams are full size 6 x 10.
Roof beams are full size 6 x 10 and 4 1/2 x 9 3/4.

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
6 x 12 - 8'-6" (floor)	107 psf	fungus decay noted
8 x 12 - 8'-6" (floor)	50 psf	fungus decay noted, supports wood bearing wall above
8 x 12 - 11'-0" (floor)	100 psf	fungus decay noted
6 x 10 - 8'-6" (floor)	80 psf	fungus decay noted, supported by hanger from roof
6 x 10 - 12'-3" (floor)	35 psf	fungus decay noted, supported by hanger from roof
6 x 10 - 15'-3" (roof)	15 psf	fungus decay noted, supporting 2nd floor hanger loads
6 x 10 - 9'-6" (roof)	150 psf	fungus decay noted
4 1/2" x 9 3/4" - 8'-10" (roof)	60 psf	fungus decay noted
4 1/2" x 9 3/4" - 12'-3" (roof)	35 psf	fungus decay noted

- C. Wood bearing walls are rough cut 2 x 4's @ 16" o.c.

<u>span</u>	<u>original capacity</u>	<u>remarks</u>
13'-9"	80 psf	supports floor & roof

Old Woodfords Fire Station
Framing Review

D. Wood posts:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
6" x 6" - 13'-9"	120 psf	supports floor & roof
6" O.D. - 13'-9"	70 psf	supports floor & roof

E. Steel beams:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
15" deep - 25'-0"	100 psf	
8" deep - 13'-9"	90 psf	beams added to shore 1st floor section loss due to rust

F. Steel posts:

<u>size & span</u>	<u>original capacity</u>	<u>remarks</u>
5" O.D. - 5'-8"	800 psf	posts added to shore 1st floor section loss due to rust
4" O.D. - 6'-1"	600 psf	beams added to shore 1st floor section loss due to rust
TS 10 x 5 - 13'-9"	200 psf	

Part III - Recommendations

- A. Renovate property as soon as possible. Existing conditions will lead to additional decay of wood framing. Decay will accelerate as temperature in the building rises above freezing. Renovations must include roof and window repairs that would make the building watertight and a ventilation system that would provide air exchange and dry out the existing framing.
- B. Remove all existing sheathing, decks and finishes. Reinforce wood joists at any areas of fungal decay. Replace wood beams in building with new steel or glue-laminated wood beams designed for code loading for future occupancy. Reinforce wood studs and posts where under code load capacity.
- C. Install new heating and ventilation system, with any required ductwork. Install new electrical and fire protection service. Install watertight exterior windows and doors.
- D. Replace decks and sheathing with new plywood. Remove existing roof and insulation. Roof deck may have to be replaced when roof is torn off. Install new fully adhered EPDM membrane roof on new insulation.

Old Woodfords Fire Station
Framing Review

- E. Interior finish work should be done after all structural, mechanical and electrical renovations are completed.
- F. Renovations should include providing handicap access to the building as required under Maine and Federal law.
- G. This investigation did not include any survey for toxic substances or hazardous waste. A specialist environmental consultant should survey the site and report on existing conditions.

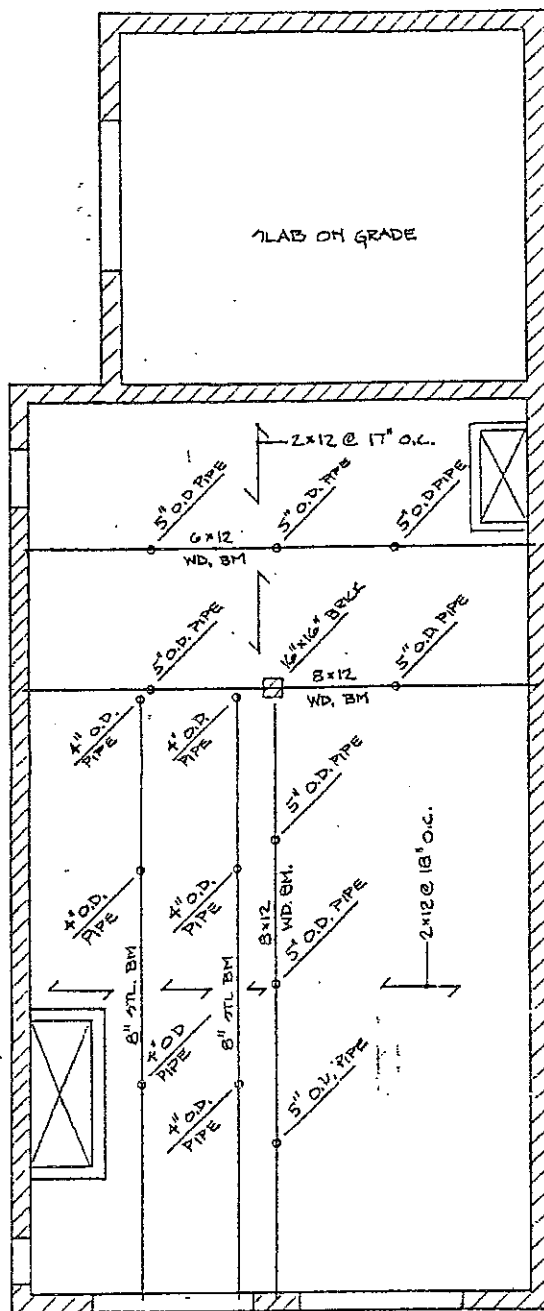
We have enclosed sketches of existing framing as noted in the field. Interior partitions are not shown. Framing details should be verified during renovation work.

Thank you for the opportunity to be of service. If you wish to go through the building to view specific areas of deterioration, please contact me to arrange a site visit. If you have any questions on the report, please call.

Sincerely,



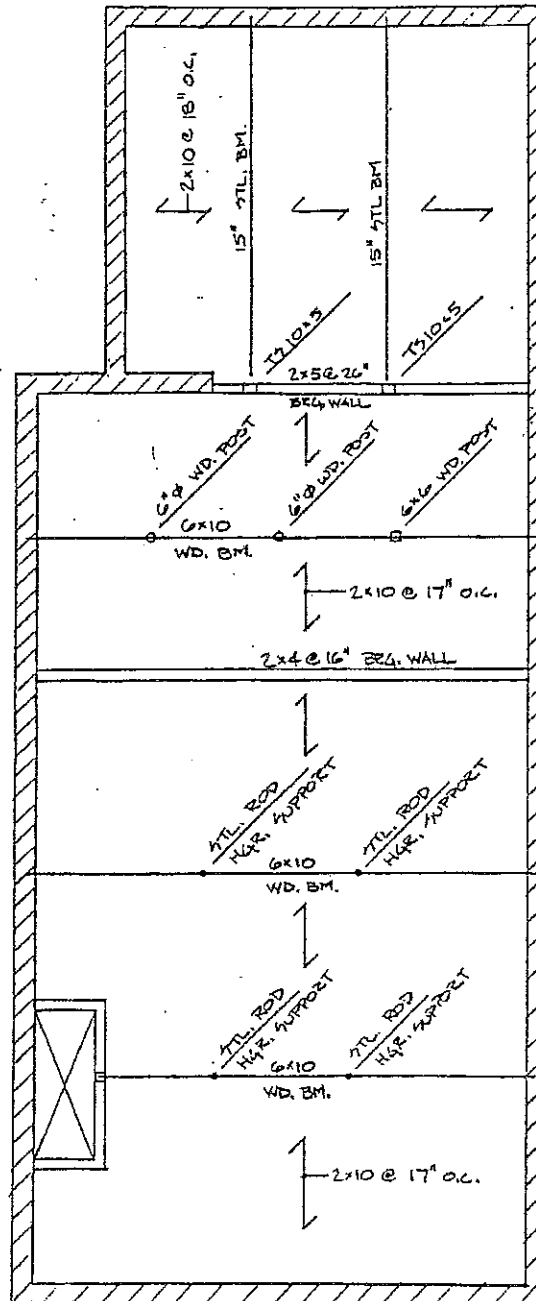
Michael W. Claus, P.E.



OLD WOODFORD'S FIRE STATION

T/ FL. + 7'-0" ±

FIRST FLOOR FRAMING
1/6" = 1'-0"

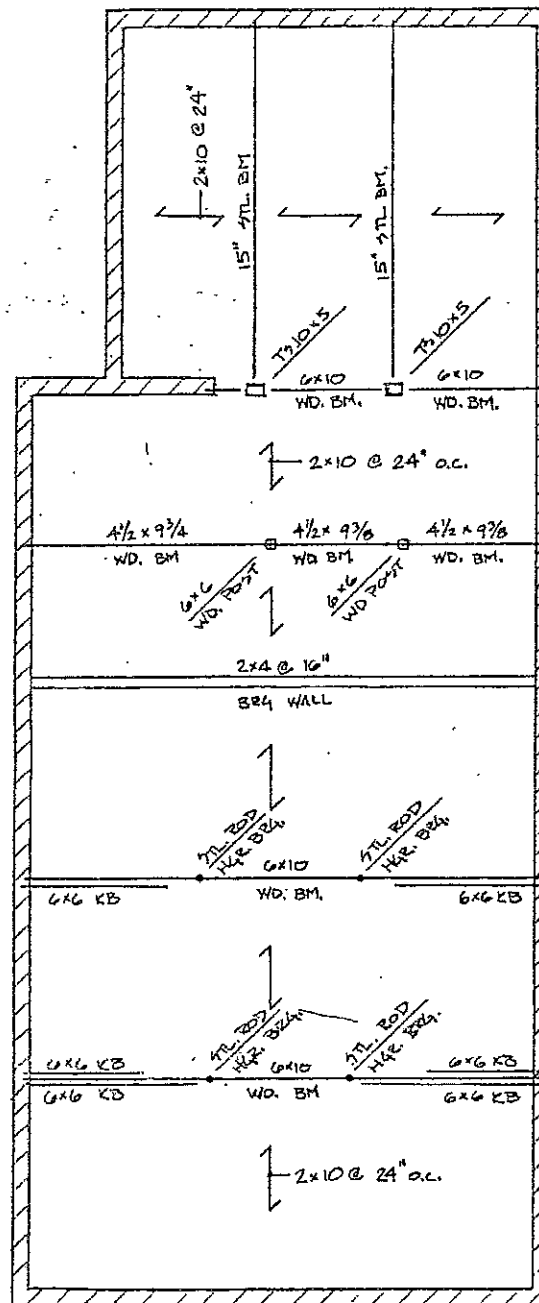


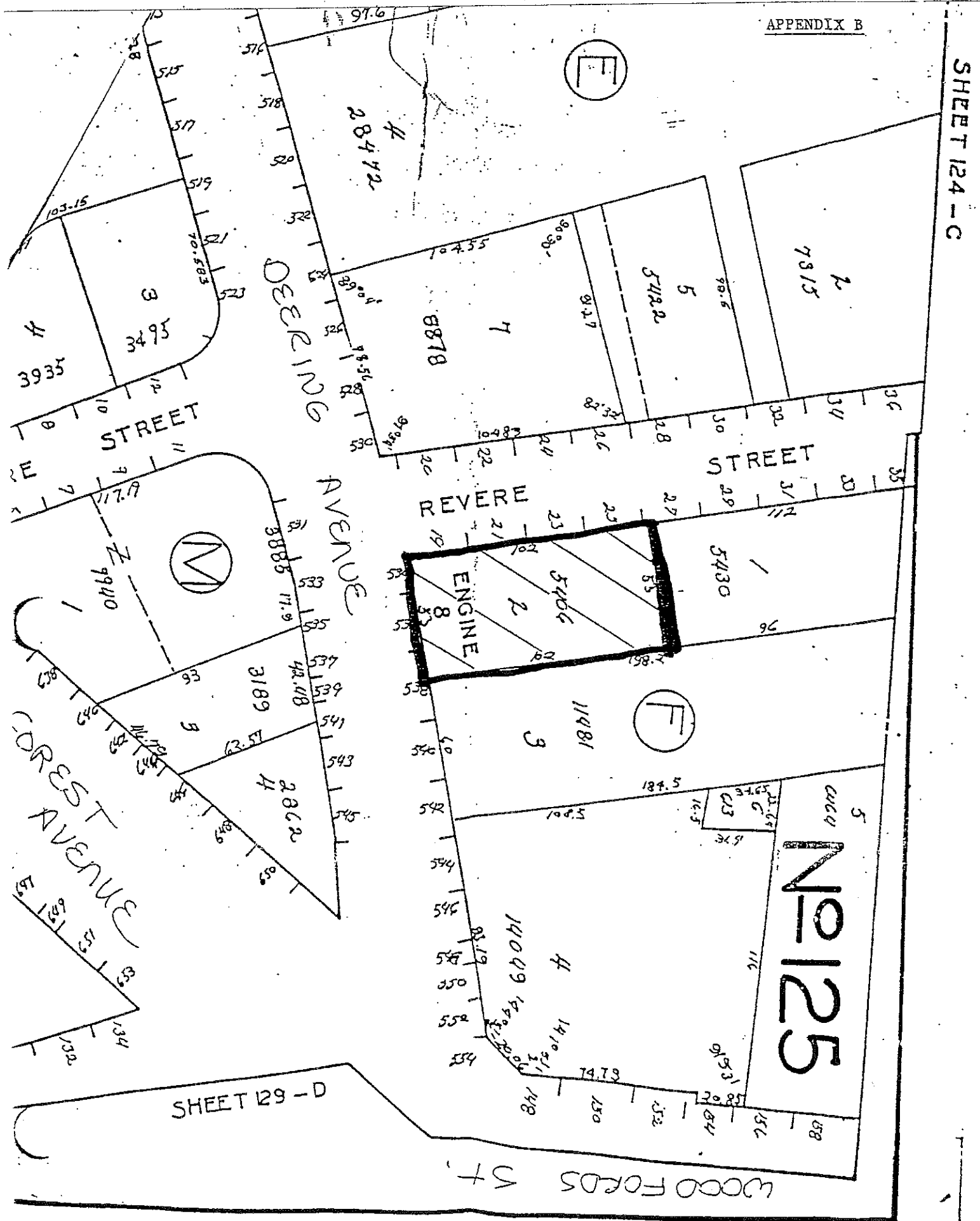
OLD WOODFORDS FIRE STATION

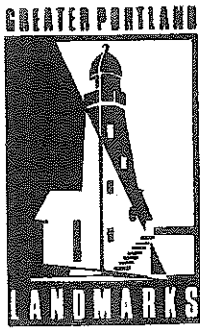
T/ FL + 21'-4" ±

SECOND FLOOR FRAMING
1/8" = 1'-0"

OLD WOODFORDS FIRE STATION







165 State Street
Portland, Maine 04101
207-774-5561

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Martha B. Deprez
Executive Director

May 30, 1995

Michael Kaplan
Big Sky Bread Company
536 Deering Avenue
Portland, ME 04103

Dear Mr. Kaplan:

Each year at its annual meeting, Greater Portland Landmarks recognizes individuals, firms, or organizations that have made an outstanding contribution in the area of historic preservation, community revitalization, architecture, or urban planning.

Landmarks' Board of Trustees have voted Big Sky Bread Company as this year's outstanding adaptive re-use project. We will present an Annual Award to recognize the imaginative rehabilitation of the historic Deering Fire Station which, until recently, stood vacant and endangered.

Annual Meeting is scheduled for Tuesday, June 20 at the Casino on Little Diamond Island, leaving from Casco Bay Lines at 5:45 pm. An invitation is enclosed. The business meeting and annual awards presentation will begin on arrival at the island, followed by an island cottage and garden tour by Dr. Harold Hackett, refreshments, and dinner. The ferry will arrive back at the dock at 8:45. We hope that you, Martha Elkus, and Bill Harris will be our guests. Please let me know if you will be able to attend.

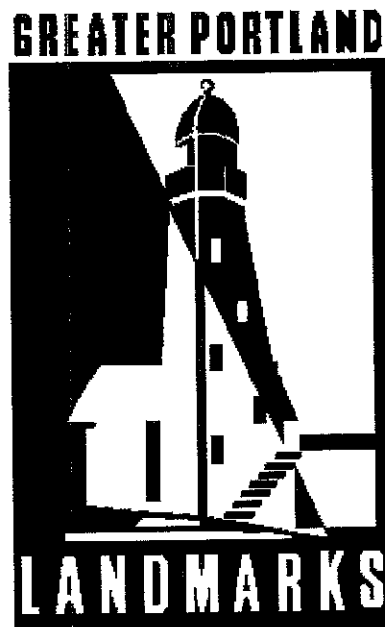
We are delighted with the fine preservation of the Big Sky Bread Company and look forward to recognizing this excellent project.

Sincerely,

Martha B. Deprez

Martha B. Deprez
Executive Director

Enclosure



This award is presented to

**Michael Kaplan
Martha Elkus and William D. Harris**

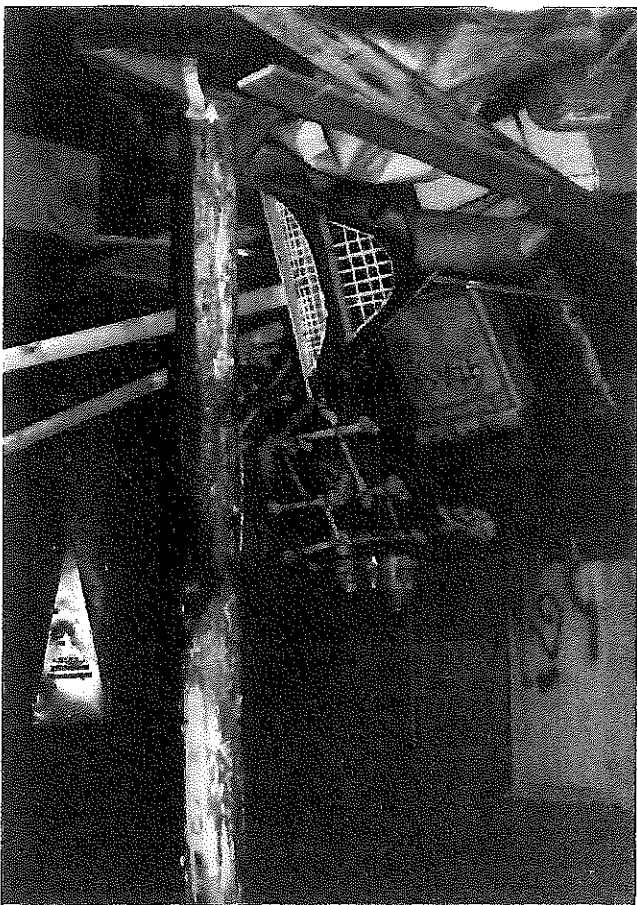
Optimism, creativity, and imagination have enabled owner Michael Kaplan and tenants Martha Elkus and William D. Harris to successfully rehabilitate the historic Deering Fire Station. Their commitment to create the Big Sky Bread Company transformed a deteriorating underutilized structure, recently threatened with demolition, to productive service as exceptional commercial space. Respectful of the building's historic features, the owner and tenants have created a model adaptive use of one of Portland's unique historic resources.

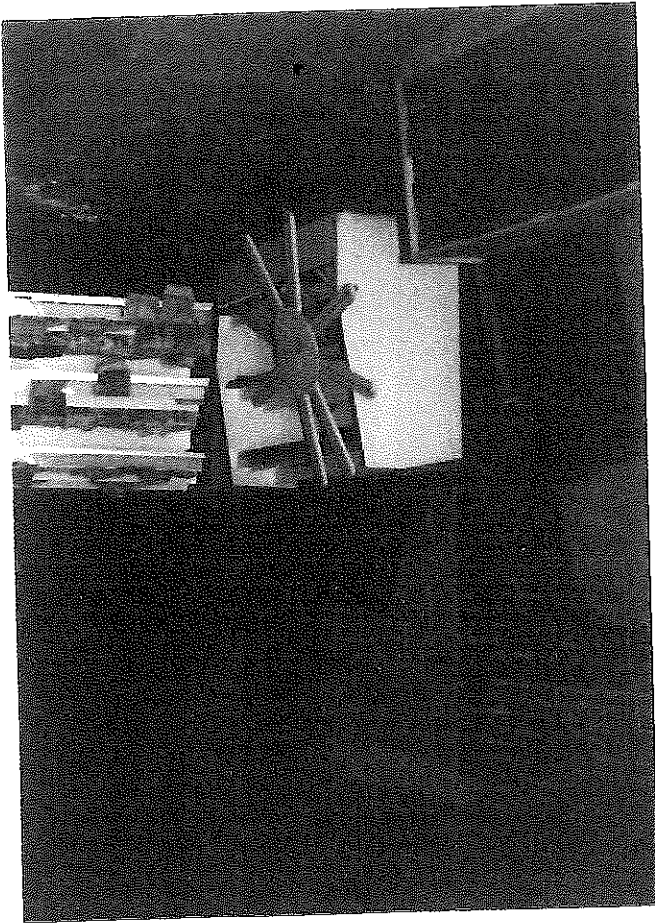
Victoria Bonebakker
President

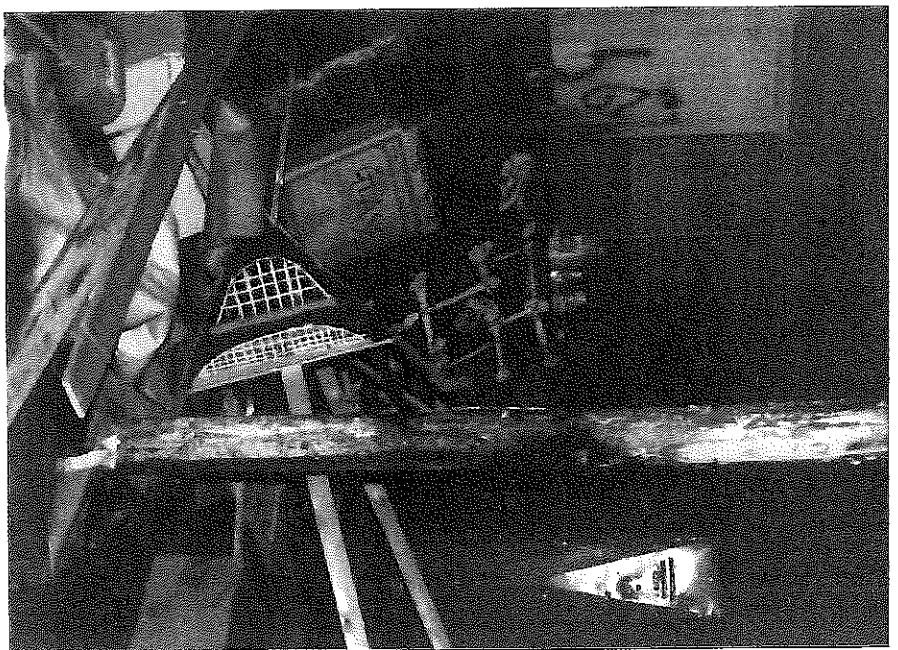
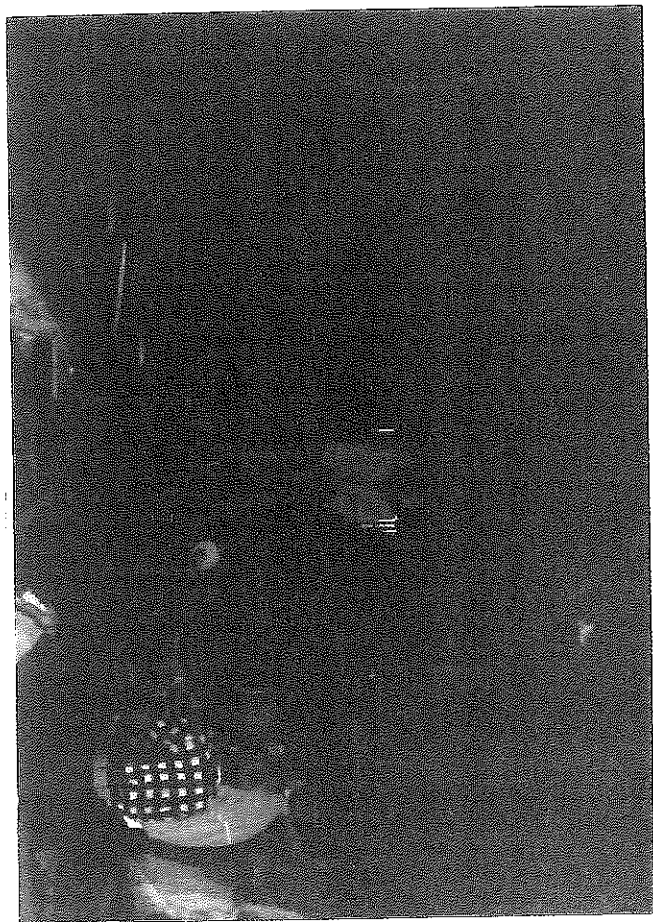
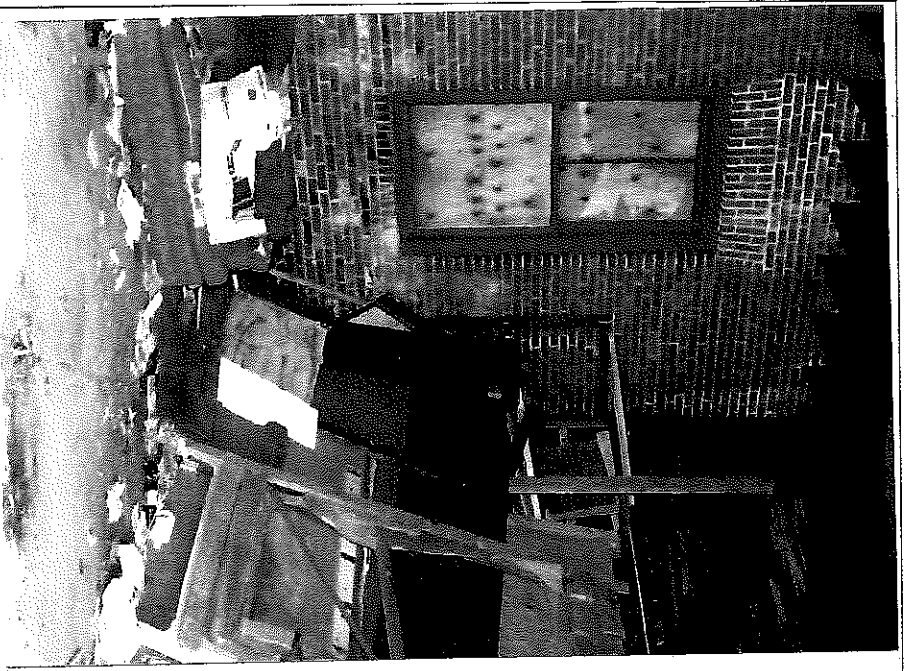
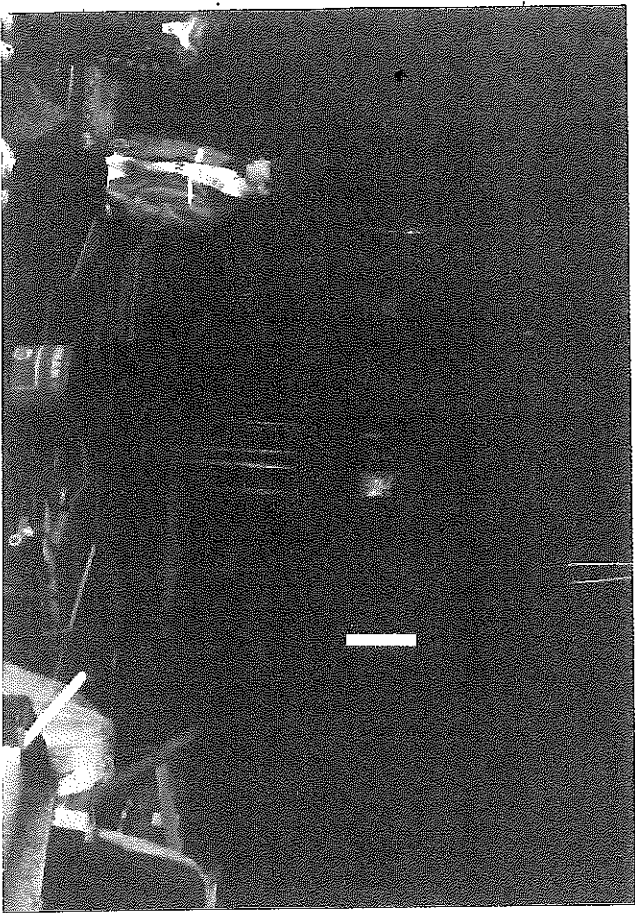
Martha B. Deprez
Executive Director

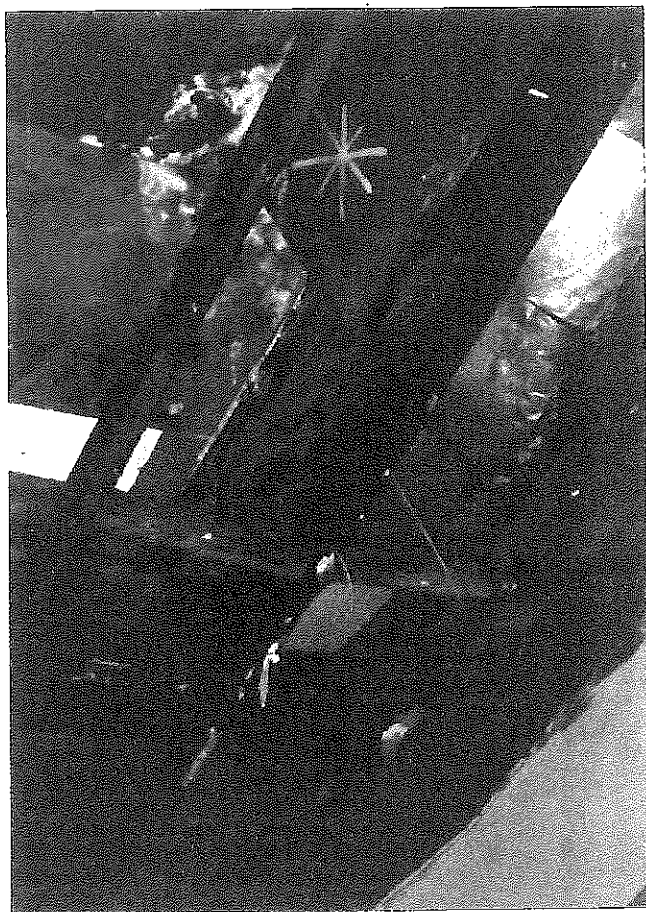
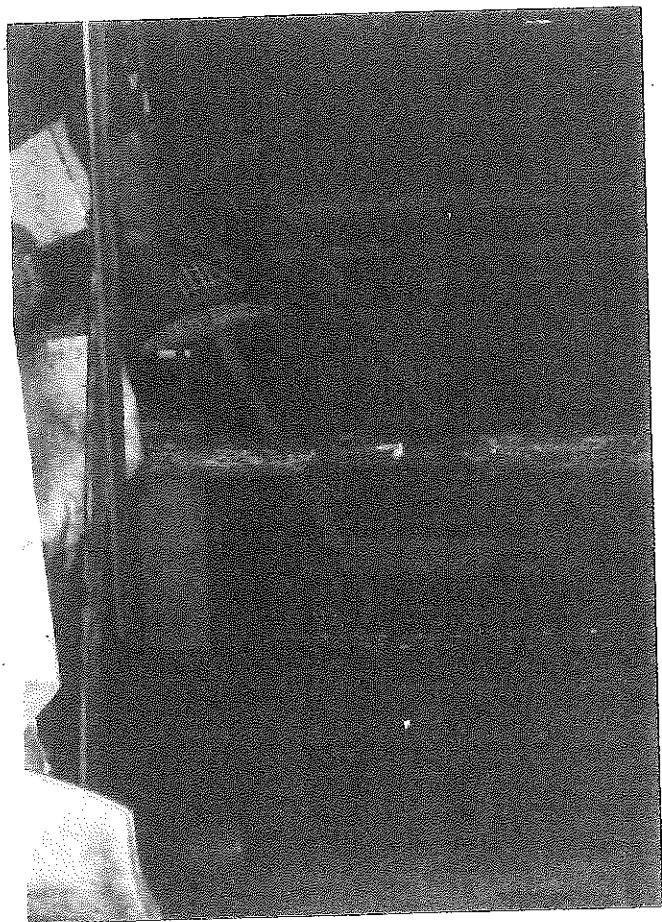
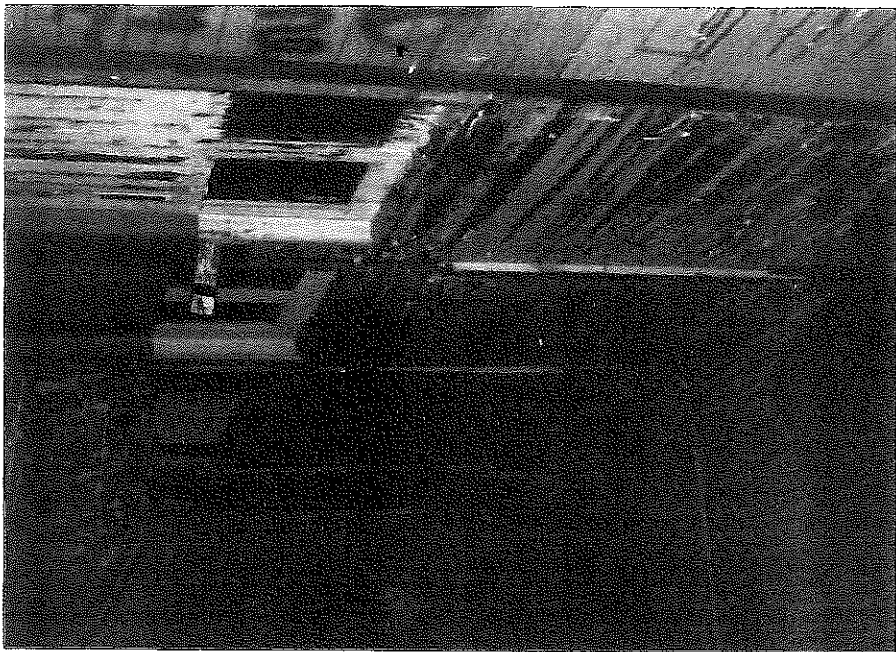
June 1995











Bread baked in old Deering fire station sells hot out c

Engine Co. 8, built in 1907 in the age of iron and steam, was high-tech for its day. At the alarm, its horses raced through spring-loaded doors to their assigned engines; there, harnesses dropped from pulleys onto them.

Deering's central fire station, hay still in its walls, had long been empty. Now it has re-emerged as a different sort of neighborhood center. What was once high-tech is now old world, stone ground, whole wheat and very tasty.

The Big Sky Bread Co. is a new bakery at Portland's Woodlark Corner. Using Montana whole wheat milled fresh each morning, it offers 12 kinds of bread plus creations like Chna-Monsters, its huge sweet cinnamon buns.

Big Sky's tone is neighborly. They give out warm slices of anything you want. They bake in an open space and welcome kibitzers. They sell half their bread so hot it has to be in a paper bag — and give you plastic for when it cools.

The owners, Martha Elkus and her husband, Bill Harris, want Big Sky to feel like home, when that was where bread got baked. And not, he says, "designer bread."

Says Elkus, "It's bread you can eat every day."

A native of Ohio, Elkus has had

Abby Zimet



jobs ranging from legislative assistant to environmental planner to director of PROPs Foster Grandparent Program. Harris is a "reco-vering lawyer" studying to be an architect. Both were nonbakers.

Big Sky really started when one of Elkus' four brothers decided to open a bakery in Ohio. He and his wife trained with a Mormon baker in Utah, she says, and "introduced bread to Cincinnati that Cincinnati had never seen before."

Neither had she, which was why she came back from every trip to Ohio "with as many loaves as I could fit in my suitcase." Then "a light bulb went off." After research, she "saw there was an opening — there was nothing like it here."

"And of course there was the romantic side. Baking — at the end of the day, we'd have all these loaves of bread lined up on a shelf, and happy customers."

Romance took a bit of a beating during training with her brother, who gave her "a pretty good dose of reality." She learned baking was long, hard, hot work.

The fire station was long, hard, cold work. The couple began working on it in February. Built in 1907, it had been almost unused since 1967. The roof was rotted, the fungi were many, the basement was an ice rink, there was no heat.

Elkus: "It was sort of miserable." Harris: "Not sort of. Very."

They made it open and spacious. They kept the brick walls, the glass front, the board that once listed fire boxes, which now lists breads.

The start-up had the usual glitches. The wheat got stuck in Billings in a Teamsters' strike. Then it arrived: 22,500 pounds. Says Elkus, "They pull up and say, 'Your wheat is here.' That's it. They are not interested in unloading."

They learned to adjust to 4 a.m.-8 p.m. workdays (closed Mondays) and they threw away batches of dough ruined by weird weather or their own inexperience. Says Elkus, "Bread-baking is definitely an art, not a science."

Now they advertise "the best bread under the sky." They may be right. The bread, weighing two



Staff photo by Gordon

Martha Elkus and Bill Harris, owners of Big Sky Bread Co., display some of the many types of breads and rolls they produce.

pounds a loaf, ranges from honey whole wheat to sauerkraut sour dough rye. There are also muffins, cookies, sweet breads, granola.

It is almost all made from Montana wheat, piled everywhere in 50-pound bags. Why Montana wheat? Says Harris, "That's like asking, why Maine lobster?"

They use Maine honey as sweetener, and no sugar, prunes or oil. The label on v wheat honey lists wheat, wa honey, salt, yeast. It is short, notes, "and you can pronounce the words."

Big Sky maintains connect family — Elkus' father, uncle