

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)

NOVEMBER 4, 2019 CITY COUNCIL AGENDA

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

PRESENTATIONS:

RECOGNITIONS:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Development Corporation - Sponsored by Mayor Ethan K. Strimling

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

This year's Special Meeting Agenda includes:

1. Accepting, as a communication, the attached PDC FYE 2019 Activity and Financial Reports;
2. Reappointing Director Julie Viola; and
3. Transacting other business as may be deemed necessary.

PDC FYE 2019 Activity and Financial Reports

In 2019, PDC invested just over \$600,000 in 18 businesses and economic development projects, which leveraged over \$2 Million in private sector funds associated with creating 43 jobs and retaining 7 jobs. Fiscal Year 2019 loan activity included a public to private investment ratio of 1:6.

Order 73-19/20 Appointing Julie Viola as a Director of the Portland Development Corporation - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

The Legislative Committee/Nominating Committee met on September 23, 2019 and voted 2-0 (Strimling absent) to forward this item to the City Council with a recommendation for passage.

This Order appoints Julie Viola as a Director of the Portland Development Corporation for a three-year term.

Five affirmative votes are required for passage after public comment.

ANNUAL MEETING:

Annual Meeting of the Corporator of Creative Portland - Sponsored by Mayor Ethan K. Strimling

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

1. Accepting CP FY19 Activity and Financial Reports;
2. Appointment of members Eliza Ginn, Sam Mateosian, and reappointment of Gerard Salvo for three-year terms expiring 11/30/2022; and
3. Transaction of other business as may be deemed necessary.

In addition to its signature programs, like First Friday Art Walk and Arts in the Chamber, 2019 notable accomplishments include:

1. Cultural Plan Update of 2018: A Living Action Plan, adopted by City Council 3/19;
2. Arts & Culture Summit 2019 hosted at Ocean Gateway, with 200 cultural leaders;
3. Hear Here, a local talent showcase of performing artists at Merrill Auditorium, debuted to an audience of 700 on a Sunday afternoon in February, with Governor Janet Mills and Congresswoman Chellie Pingree in attendance;
4. NEA Our Town 2019 Grant recipient for Creative Bus Shelter Initiative;
5. Creative Portland Art Gallery (two show openings per year with over 100 attendees each);
6. 2 Degrees Portland program re-launched with Live + Work in Maine & People's United Bank as new sponsors; and
7. Fiscal Sponsorships (CP provided 13 sponsorships to fledgling organizations & initiatives).

Order 74-19/20 Appointing Eliza Gin, Sam Mateosian, and Gerard Salvo as Directors of the Creative Portland Corporation - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

The Legislative/Nominating Committee met on September 23, 2019 and voted 2-0 (Strimling absent) to forward this item to the City Council with a recommendation for passage.

This order appoints Eliza Gin, Sam Mateosian and reappoints Gerard Salvo as Directors of Creative Portland Corporation for three-year terms expiring on November 30, 2022.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft October 21, 2019 City Council Minutes.

PROCLAMATIONS:

Proclamation 5-19/20 Honoring The People of the Great City of Arkhangelsk - Sponsored by Mayor Ethan K. Strimling

Proclamation 6-19/20 Honoring Mark Adelson - Sponsored by Mayor Ethan K. Strimling

APPOINTMENTS:

CONSENT ITEMS:

Order 75-19/20 Declaring November 29, 2019 to December 22, 2019 the Portland Downtown Light Up Your Holidays Festival – Sponsored by Jon P. Jennings, City Manager

Order declaring November 29, 2019 to December 22, 2019 Portland Downtown's Light Up Your Holidays a Festival, to be held Fridays, Saturdays, and Sundays from November 29 to December 22, 2019, and Thursday, December 5, 2019. The Monument Square Tree Lighting is scheduled on Friday, November 29; Thursday, December 5 is Merry Madness, promoting local shopping.

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

Order 76-19/20 Declaring January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival – Sponsored by Jon P. Jennings, City Manager

This order declares January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival.

CarnavalME 2020 will run Thursday, January 30, 2020 through Saturday, February 1, 2020 and will be held on the Eastern Promenade Park (including the hillside and Cutter Street parking lots). Some events will be free to attendees, others will be ticketed events.

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

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

LICENSES:

Order 77-19/20 Granting Municipal Officers' Approval of Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street - Sponsored by Jon P. Jennings, City Manager

Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street.

Application was filed on 10/15/2019. New City and State applications.

Five affirmative votes are required for passage after public comment.

Order 78-19/20 Granting Municipal Officers' Approval of 207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue- Sponsored by Jon P. Jennings, City Manager

207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue.

Application was filed on 10/15/2019. New City and State applications. Location was previously Maria's Restaurant.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 162-18/19 Amendment to the Portland City Code Chapter 14 Re: Drive-throughs in the B-2, B-2b and B-2c Community Business Zones - Sponsored by the Planning Board, Sean Dundon, Chair

The Planning Board unanimously recommended adoption of text amendments to the B-2, B-2b and B2c zones to allow bank and pharmacy drive-throughs in all B-2 zones, but only when they are in developments that include upper story housing. Currently, drive-throughs associated with permitted uses are allowed in B-2 and B-2c as a conditional use, but no drive-throughs are allowed in the B-2b zone. This proposed amendment would allow drive-throughs in all of these zones, but only in multiple story buildings with housing above. Specifically, the proposed text amendments revise the B-2 Table of Uses to limit drive-throughs to those associated with a pharmacy or banking facility in the three B-2 zones as a conditional use. A proposed footnote in the Use Table clarifies that drive-throughs are not permitted for restaurant, bakery or other food or beverage service uses. The conditional use standards for drive-throughs are revised to only permit a drive-through (associated with a bank or pharmacy) in a building of 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units. Screening, location of drive-throughs, and stacking capacity for safe pedestrian and vehicle circulation on and off site are included in the location standard and the other existing 5 standards are retained.

This item must be read on two separate days. It received its first reading on February 20, 2019. On April 22, 2019 the City Council postponed this item to this meeting. The Planning & Urban Development requests this be postponed indefinitely, in light of the current ReCode initiative to produce a new version of Chapter 14 (Land Use) of the City Code.

Order 59-19/20 Amendment To Portland City Code Chapter 10 Re: Life Safety Code 2018 Edition - Sponsored by Health and Human Services and Public Safety Committee, Councilor Belinda Ray, Chair

The Health and Human Services and Public Safety Committee met on September 19, 2019, and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This amendment updates Chapter 10 of the Portland City Code to adopt the 2018 Editions of the National Fire Protection Association 101, Life Safety Code and National Fire Protection Association 1, Fire Code.

This item must be read on two separate days. It was given a first reading on October 7, 2019. At the October 21, 2019, City Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage after public comment.

Order 68-19/20 Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades - Sponsored by Jon P. Jennings, City Manager

City staff has reached a tentative two (2) year contract agreement with AFSCME Labor & Trades which is within guidance received from Council on June 20, 2019. AFSCME Labor and Trades represents approximately 162 Trades, Maintenance, Mechanic and Custodial workers. The parties have tentatively agreed to a two (2) year contract with general wage increases of 2.50% effective July 7, 2019 and 2.75% effective July 1, 2018. The parties have further agreed to two (2) new longevity steps in the pay plan. A 12+ year step effective July 7, 2019 and a 15+ year step effective July 5, 2020. In addition, the parties have agreed to roll in \$.50/hour in the second year of the contract to all steps in the pay plan and eliminate several stipends, the meal allowance and the allowance for pants.

The parties also agreed to other minor contract language changes that do not add any costs to the City.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

The contract term is July 7, 2019 through June 30, 2021. The total direct costs of the general wage increases and other economic updates are approximately \$586,000.00 over the two-year term. The cost sheet is included the agenda backup.

This item must be read on two separate days. It was given a first reading on October 21, 2019. Five affirmative votes are required for passage after public comment.

Order 69-19/20 Approving the Collective Bargaining Agreement with the City Employees Benefit Association of the American Federation of State, County and Municipal Employees, Local 1373 - Sponsored Jon P. Jennings, City Manager

City staff has reached a tentative two (2) year agreement with our largest bargaining unit, the City Employees Benefit Association (CEBA) of the American Federation of State, County and Municipal Employees (AFSCME) Local 1373 representing approximately 500 City employees. The CEBA contract expired on June 30, 2019. Terms of the two-year agreement include a 2.50% general wage increase for Fiscal Year (FY) 2020 retroactive to July 7, 2019 and a 2.75% general wage increase effective July 1, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019 and they are consistent with other negotiated contracts for the same period. The contract term is July 7, 2019 through June 30, 2021. The total direct cost of the general wage increase is approximately \$810,000.00.

Other terms of the tentative agreement include: Article 26 – added \$75.00 per year for Support Team Workers to purchase non-slip footwear

Appendix B1 – upgraded the following positions:

Accountants Grade 11 to Grade 12

Customer Service Representative Grade 8 to Grade 9

Computer Operator Grade 10 to Grade 12

Geriatric Social Worker Grade 14 to Grade 15

There are also minor language changes that do not add any additional cost to the City. Other provisions of the contract remain intact for the term of the agreement.

The union membership has ratified the tentative agreement and the Administration recommends your support for the agreement.

The cost sheet is included in the agenda backup.

This item must be read on two separate days. It received its first reading on October 21, 2019. Five affirmative votes are required for passage after public comment.

Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley Street Neighborhood - Sponsored by Jon P. Jennings, City Manager

On September 11, 2018, the City of Portland Planning Board conditionally approved a Level III site plan for Maine Medical Center's new 2,400-space employee garage at 190 St. John Street. The approved plan, which contemplates the introduction of a signal at the St. John Street/D Street intersection, includes numerous changes within the city's right of way on St. John Street, including the integration of new sidewalks, crosswalks, bicycle lanes, and turn lanes, and the elimination of approximately 13 spaces of on-street parking. As of October 15, 2019, Maine Medical Center (MMC) has completed many of the changes to the right-of-way, including the striping of St. John Street, which has resulted in the elimination of on-street parking.

In the time since the site plan approval, and particularly since construction of the garage has affected the availability of on-street parking, neighbors have become increasingly aware of and concerned about the loss of on-street parking on St. John Street in the vicinity of D Street. The Department of Planning and Urban Development, the Parking Division, the City Manager's office, and the City Council have heard numerous complaints about potential impacts to residential and other properties in the area. In response, the Department of Planning & Urban Development has worked with the City Manager, the Department of Public Works, and the Parking Division to develop three potential changes to the city's traffic schedule, each of which would, either alone or in concert with the others, have the effect of restoring or creating neighborhood parking supply in the area of St. John Street. The goal of these changes is to address neighbors' concerns regarding loss of on-street parking while balancing the operational needs of MMC's garage and the city's broader street network. The changes include: 1) a change to the striping plan for St. John Street at D Street (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation between St. John Street and Valley Street; and 3) a change to time restrictions for on-street parking on the east side of Valley Street between C Street and D Street.

This item must be read on two separate days. It was given a first reading on October 21, 2019. Staff is recommending that this item be postponed to November 18, 2019.

Order 72-19/20 Amendment to the Portland City Code Chapter 17 Re: Facial Recognition Technology Prohibition - Sponsored by Councilor Pious Ali and Councilor Brian Batson

Concerns about loss of privacy and civil rights matters have arisen with the advent of facial recognition technology around the world. This prohibition, based on others in the United States that have already been adopted, prohibits the use of facial recognition technology by city officials and employees and does not provide any exceptions, including for law enforcement officers.

This item must be read on two separate days. This item was given a first reading on October 21, 2019. Staff is recommending that this item be postponed to November 18, 2019.

ORDERS:

Order 79-19/20 Accepting and Appropriating the Firehouse Subs Public Safety Foundation, Inc. Grant of \$20,950.00 for Fire Equipment - Sponsored by Jon P. Jennings, City Manager

This item approves the Memo of Understanding from the Firehouse Subs Public Safety Foundation, Inc. and authorizes the City to accept the \$20,950.00 of grant funds awarded to the Portland Maine Fire Department for a one-time purchase of 50 pairs of Globe Boots. It also appropriates the funds for this use.

This item must be read on two separate days. The Council will be asked to waive the second reading and enact this order as an emergency. Seven affirmative votes are required to waive the second reading and also for passage as an emergency after public comment.

Order 80-19/20 Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association - Sponsored by Jon P. Jennings, City Manager

The collective bargaining agreement with the Professional and Technical City Employee Association expired on July 6, 2019. The Association is comprised of approximately 140 Professional and Technical employees, namely engineers, nurses and nurse practitioners and other jobs located throughout the City. The City staff has reached a tentative agreement for a two (2) year contract. Terms of the two year agreement include a 2.50% general wage increase for Fiscal Year 2020 retroactive to July 7, 2019; also effective July 7, 2019 is a longevity step at 15 years of service, and a 2.75% general wage increase effective July 5, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019.

Other terms of the tentative agreement include:

Article 11 – minor changes to who is eligible for shifts differentials and when they receive them

Appendix A – the following positions received one grade upgrades:

Elections Administrator

Historic Preservation Manager

Recreation Supervisor

Aquatics Supervisor

Human Services Councilors/Shelters

The total direct cost for the three-year agreement is approximately \$810,000.

Pro Tech members have ratified the two (2) year tentative agreement.

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

Order 81-19/20-19/20 Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Cumberland Avenue, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Cumberland Avenue. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$136,471.20, and an additional \$14,000.00 for manhole adjustments from a water resources fund. This is an increase \$37,196.20 from the original agreement due to higher bid prices currently occurring in the area.

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

Order 82-19/20 Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Danforth Street, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Danforth Street. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$212,628.57, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is an increase of \$35,978.57 from the original agreement due to higher bid prices currently occurring in the area.

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

Order 83-19/20 Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street Improvements - Sponsored by Jon P. Jennings, City Manager

This modification to agreement, between Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill India Street and adjust the City's sanitary sewer manhole frames and covers, as necessary, when MaineDOT's contractor paves India Street. The agreement obligates the City to pay MaineDOT \$183,874.00, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is less than the original agreement cost the City, due to removing American Disability Act requirement work and an error in the original state estimate.

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

Order 84-19/20 Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant - Sponsored by Jon P. Jennings, City Manager

City Council approval is sought to submit an application to the United States Environmental Protection Agency (EPA) for up to \$250,000 of additional Brownfield Assessment Grant Funding, as well as accepting and appropriating the Grant if awarded.

At this time, only \$40,000 remains of \$200,000 in Assessment Funds that the City received from EPA in 2018.

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

AMENDMENTS:

Order 85-19/20 Amendment to Portland City Code Chapter 3 Re: Brewery Manufacturing Licenses - Sponsored by Jon P. Jennings, City Manager

The City of Portland enacted an ordinance to license Brewery, Winery and Distillery Manufacturing businesses as part of the budget process for fiscal year 2020, and the City Council voted later to delay the implementation until November 1, 2019, requesting review of the classifications. This amendment aligns the city ordinance with the current state definition, revised by the Maine State Legislature effective in September, 2019. A large brewery, winery or distillery has, under that definition, a gallon amount of 930,000 gallons of annual product. Two businesses in Portland fall under that classification. Twenty-eight businesses would be, under this amendment, classified as a small brewery, winery or distiller, manufacturing less than that. License fees are \$250.00 for small and \$2,000 for large breweries, wineries and distilleries.

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:

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: October 29, 2019

SUBJECT: **Special Meeting of the Corporator of the Portland Development Corporation -
Sponsored by Mayor Ethan K. Strimling**

SPONSOR: Mayor Ethan Strimling
(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: Yes

PRESENTATION: Julie Viola, PDC Board President/5 Minutes

I. SUMMARY

At the October 17, 2019 Annual Meeting of the Portland Development Corporation, the Board voted to set the date of the Annual Meeting of the Corporator as November 4, 2019.

II. AGENDA DESCRIPTION

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

This year's Special Meeting Agenda includes:

1. Accepting, as a communication, the attached PDC FYE 2019 Activity and Financial Reports;
2. Reappointing Director Julie Viola; and
3. Transacting other business as may be deemed necessary.

PDC FYE 2019 Activity and Financial Reports

In 2019, PDC invested just over \$600,000 in 18 businesses and economic development projects, which leveraged over \$2 Million in private sector funds associated with creating 43 jobs and retaining 7 jobs. Fiscal Year 2019 loan activity included a public to private investment ratio of 1:6.

III. BACKGROUND

At the PDC Board of Directors Annual Meeting held on October 17, 2019, the PDC Board set the date of the Annual Meeting of the Corporator as November 4, 2019.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

It is recommended that the City Council hold its Annual Meeting of the Corporation of the PDC on November 4, 2019, accept the Annual Report for FYE2019 as a communication, reappoint Director Julie Viola, and transact any other business as may be deemed necessary.

A Council goal addressed is to promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

There is no financial impact associated with these activities.

VI. STAFF ANALYSIS AND BACKGROUND

Each year the City Council holds its Annual Meeting of the Corporator of the PDC. At the PDC Board's October 17, 2019, meeting it voted to set the date of the Annual Meeting of the Corporator as November 4, 2019, and also voted to forward its Annual Report for FYE2019 to the City Council as a communication.

VII. RECOMMENDATION

It is recommended that the City Council hold its Annual Meeting of the Corporation of the PDC on November 4, 2019, accept the Annual Report for FYE2019 as a communication, reappoint Director Julie Viola, and transact any other business as may be deemed necessary.

VIII. LIST ATTACHMENTS

1. PDC Annual Report for FYE2019 9-13-2019 for CC

Prepared by:

Greg Mitchell, Director

Date: 10/29/2019



Portland Development Corporation

Board of Directors

Fiscal Year End 2019 Annual Report

The Economic Development Department provides the primary staff support to the Portland Development Corporation (PDC) with legal assistance from Corporation Counsel. The Economic Development Department is responsible for marketing and administration of the PDC's Commercial Loan and Grant Programs.

The PDC Board of Directors met eight times over the course of the fiscal year, not including its Annual Awards Reception held on December 6, 2018 – detailed further below. It is noted that the PDC invested just over \$600,000 in FY19 in 18 businesses and economic development projects, which leveraged over \$2 Million in private sector funds associated with creating 43 jobs and retaining 7 jobs. FY19 loan activity included a public to private investment ratio of 1:6.

See table on following page for loan and grant activity for FY15 through FY19.

FY15, FY16, FY17, FY18 and FY19 Loan and Grant Activity Totals:

	FY15	FY16	FY17	FY18	FY19
No. of Commercial Loans Made	8	5	10	6	6
Total Amt. of Funds Lent	\$607,033	\$370,000	\$873,500	\$405,000	\$320,000
Total Private Investment Leveraged	\$3,467,095	\$1,139,361	\$11,439,338	\$5,112,884 (inc. Brownfield Loan Leveraging)	\$1,882,700
Jobs Created	40	8	40	14	21
Jobs Retained	55	11	17	62	7
No. of Brownfield Grants/Loans	1	1	2	2	1
Total Amt. of Grants/Loans	\$200,000/Loan	\$75,000/Grant	\$192,000/Grants	\$350,000/Loan; \$170,000/Grant	\$125,000
No. of Business Assistance Grants for Job Creation		7	0*	7	9
Total Amt. of Grants		\$100,000	0	\$100,000	\$140,000
Jobs Created	0	21	0	11	22
No. of Portland Econ. Dev. Plan Implementation Grants	8	3	8	4	2
Total Amt. of Grants	\$98,820	\$37,300	\$48,331	\$37,900	\$30,000
PDC Total Investment	\$756,503	\$502,300	\$926,831	\$1,062,900	\$615,000

*No funds were available during FY17.

PDC Fiscal Year 2019 Loan and Grant Detailed Activity

FY19 Loans Closed

FY19 was a year in which the PDC loan portfolio grew with six loans closed for a total of \$320,000. These PDC's loans assisted in retaining 7 jobs and creating 21 new jobs. In addition, these loans leveraged over \$1.88 Million in private commercial investment. Types of businesses provided loan assistance included auto repair, home health care, two food retailers, a sailing company and an art center/gallery.

During the past nine years, FY10 through FY19, the PDC has extended 69 loans for a total of just over \$5.35 Million, while leveraging just under \$79 Million in private investment and creating/retaining over 600 jobs.

PDC Loan Portfolio

As of the end of FY19, the PDC loan portfolio exceeds \$2.77 Million, with 36 loans under management. This loan portfolio of \$2.77 Million leverages \$31.6 Million in private investment in Portland, for a leverage of \$11 of private funds to each dollar of public funds. These loans helped to retain 100 jobs and create 129 jobs, and include a diverse mix of PDC investments in businesses noted above, as well as a paddle boat company on Portland's waterfront, day care centers, bakeries, energy, fitness, retail, recreation, education, and service businesses. It is also noted that of the 36 loans under management, 6 are to the immigrant community.

As a result of a successful grant application, beginning in 2012, funds from the U.S. Treasury's State Small Business Credit Initiative (SSBCI) became available to the City as a lending source. To date, the PDC has utilized \$922,500 in SSBCI funds for loans to six Portland businesses. Since the SSBCI Program expired in early 2017, all of the loan funds, once paid off by the borrowers, become the City's, expanding the PDC loan pool by what will likely be over \$1 million.

PDC Lending History

Since its inception in 1991, the PDC has made 172 loans to diverse businesses including manufacturing (e.g., breweries and biosciences), hospitality, restaurants, retail, and service, among others. The following table provides an overall view of the activities:

Total Amount of Funds Lent:	\$11,136,535
Leveraged Amount of Private Financing:	\$124,533,984
Jobs Retained:	1,351
Jobs Created:	814
16 Loans Defaulted*	\$708,480

*Default amount of \$708,480 is 6.36% of total amount of funds lent.

Brownfields Grant Award from the United States Department of Environmental Protection (EPA)

The City of Portland applied for a Brownfields Grant from the EPA during FY2016. At the beginning of FY17, the City was awarded a grant of \$800,000 to support loan and grant investments in environmental site cleanup. The City was awarded an additional \$500,000 in cleanup funds and \$200,000 in assessment funds during FY18. The City Council accepted and appropriated these funds to recapitalize the Brownfields Revolving Loan and Grant Program and a Brownfield Assessment Program. The funds will be used as loans to for-profit developers, and, in some cases, as grants to non-profits for clean-up of Brownfields sites throughout the City. The assessment funds will cover the cost of Phase I and Phase II Environmental Site Assessments in Portland.

Brownfield actions of FY18 and FY19:

1. In FY18, a loan of up to \$350,000 was approved and provided to Forefront Partners I LP for engineering and clean-up/remediation connected to four projects on Thompson's Point. Those projects include the Suburban Propane redevelopment site, the East Loop Road (to the future Children's Museum and Theatre building), a Pavilion, and a Hotel.
2. Again, in FY18, a \$170,000 grant was approved for Children's Museum & Theater of Maine (CMTM), a non-profit organization which purchased a 1.12 acre property (Lot 7) on Thompson's Point. In this \$14 Million project, CMTM will construct a 3-story 29,000 sq. ft. building on that property with outdoor play areas. This grant will assist in remediation/cleanup of the site.
3. In FY19, a \$125,000 grant was approved for the Portland Housing Authority (PHA) to assist with remediation/cleanup costs for contaminated property at 58 Boyd Street. Once remediated, PHA will develop a six-story, 55-unit mixed income residential building with multi-family affordable apartments (65% low income). Project buildout costs are estimated at over \$13 Million.
4. In FY19, the PDC recommended to the City Council, and the City Council approved, that Phase I and Phase II Environmental Assessments from the Assessment Fund received from USEPA in 2018 (Fund 281) can now be approved administratively, rather than brought to the PDC Board for approval. If assessments are to use Brownfields Closeout funds (Fund 278), staff will bring these requests to the Board for approval, as it has done in the past.

Portland Economic Development Plan Implementation Program (PEDPIP) Grant Fund

The PEDPIP Grant Fund was created during FY12 to provide grant funds to invest in economic development projects and programs that carry out Portland's Economic Development Vision and Plan ("Plan"), and its companion Work Plan which is

updated every two years. Grants must be matched by an equal or greater dollar amount from funding sources other than the PDC.

The PEDPIP grants have funded planning studies and other “soft” costs associated with economic development projects and programs that advance the initiatives spelled out in the Plan and current Work Plan. PEDPIP does not invest in “hard” costs for public infrastructure or private development projects. Its focus is on expenditures for economic development projects and programs.

The PEDPIP program was initially capitalized by PDC loan funds in the amount of \$250,000 in FY12. The maximum grant amount was originally \$75,000. By the end of 2014, the full \$250,000 had been awarded in PEDPIP grants. During FY2015, the PDC Board recommended to the City Council, and the Council approved, re-capitalizing PEDPIP by establishing a yearly cap at the beginning of each fiscal year using 10% of Unrestricted PDC loan funds that were available/uncommitted, beginning with FY16. They also amended the maximum grant amount to \$15,000.

Since its inception through FY19, the PDC Board approved grants in the total amount of \$465,245 as follows:

Portland Community Chamber for the following projects:

- “Why Portland” Videos
- Growing Portland Initiative
- Scorecard Updates (2014; 2015)
- Startup and Create Week (2014; 2015)

Creative Portland for the following projects:

- Branding Portland
- LiveWork Website Update
- Creative Economy Metrics
- Artspace Survey
- Creative Map and Guide
- Creative Space (inventory, web-based clearing house, resource guides)
- UNESCO Creative Cities Application
- Work in Place Summit
- Green Light Series Finale
- Update to Portland Cultural Plan
- Hire Professional “Experience Design” Consultant/Cultural Application

Portland Performing Arts Festival

City of Portland - Staff participation in the Maine International Trade Center Mission to Iceland and UK

City of Portland/Portland Community Chamber – Industry Sector Research
Conducted by the Maine Center for Business and Economic Research

City of Portland – Greater Portland Economic Development Corporation/
Maine International Trade Center/Invest in Maine Program

City of Portland – Office of Economic Opportunity for the following projects:

- Develop Strategies and Measurable Plan to Integrate Immigrants
- Create Professional Connector Program/Jobs for New Mainers
- World Affairs Council for its Celebrate Immigration Initiative
- Cooperative Development Institute – Institutional Food Service and Procurement
- Maine Center for Enterprise Development for the following projects:
 - Top Gun Overhaul and Preflight
 - E*Next Pilot Project
- Maine Convention Center Collaborative/Portland Community Chamber –
 - Feasibility Study for Convention Center
- Portland Buy Local – Host Community Forum to Strengthen Portland’s Economy
- Portland Downtown for the following projects:
 - Parking Study
 - Walking Tour
- Maine College of Art – Campus Master Plan
- GPCOG – Portland Food Launch and Festival
- Women United Around the World – Vocational Training Program for Immigrant Women
- Maine Immigrant Rights Coalition – Create Database/Immigrant Economic Opportunity Network
- Maine Crafts Association – Gallery at 519 Congress Street for Maine Craft Artists, and a Hub for Education, and Culture
- Portland Adult Education – New Mainers Resource Center Education Assistance

Business Assistance Program for Job Creation

The Business Assistance Program for Job Creation offers grants to new and expanding Portland businesses for projects that result in the creation of permanent net new jobs for low/moderate income individuals. A private match is required in an amount that is at least equal to the grant requested. The maximum grant amount per recipient is \$20,000. For every \$10,000 of grant funds, one full-time permanent job must be created.

This program was originally capitalized with \$100,000 from the Community Development Block Grant (CDBG) and launched in May 2012. It was re-capitalized by the CDBG program in FY14 and FY16 with an additional \$100,000 each of those years, an additional \$108,543 for FY18, and, 145,000 for FY19.

Grants awarded since the Program’s inception (FY12 through FY19) total \$526,910 to 36 recipients, including 9 to the immigrant community, resulting in the creation of 97 jobs. The program has provided assistance to a diverse group of start-up and existing businesses including restaurants, bakeries, food production, clothing and textile manufacturers, pharmacy, computer services, music venue, bicycle sales/service, hair salons, auto repair, and home health care services.

PDC Annual Awards Program

At the 23rd Annual Awards Reception on December 6, 2018, the PDC gave awards for PDC Client of the Year, Small Business of the Year, Business of the Year, and an Economic Achievement Award – as follows:

■ The ***PDC Client of the Year*** award was given to ***Gorgeous Gelato***

Donato Giovine and Mariagrazia Zanardi opened Gorgeous Gelato in the winter of 2010. As written by Meredith Goad in the Portland Press Herald, “opening a gelato shop in Maine in December seems a little like opening a hot chocolate stand in Phoenix in July.... It’s cold outside, but somehow a scoop of homemade gelato makes people feel warm.” Moving to Portland from Milan, the couple decided Portland would be a good place to raise their two children. “We arrived from Milano in August 2010 with a precise, long term business plan: produce the best Gelato west of Italy – and we are working hard every day to achieve this goal.” Eight years later, with 7 employees, the shop at 434 Fore St. is doing well. According to their website, “If you want to enjoy gelato as authentic as that made at Gorgeous Gelato, Alitalia Airlines has a number of direct flights from Boston to Milano and Roma every day!” This business borrowed \$25,000 from the PDC in 2010 and paid it off on time and in full.

■ The ***Small Business of the Year*** award was given to ***Harbor Fish Market***

A Portland landmark, 9 Custom House Wharf has been the location of a fish market since the 1800’s. It became the iconic Harbor Fish Market in 1966 when Portland’s Benjamin L. Alfiero purchased the business. Over the years, Benjamin and his sons, Nick, Ben Jr., and Mike, built one of the city’s most recognizable businesses and remains committed to its clients, employees, and the Portland community.

Now run by the second generation of the Alfiero family, Harbor Fish Market acts as an ambassador for Portland’s working waterfront and is consistently a top destination for locals and visitors in search of the freshest seafood they can find anywhere. Harbor Fish supplies many of the most highly-regarded restaurants, cafes, and specialty food markets in ME and NH, and provides wholesale products to large national distributors and institutions. It offers specialty cuts, custom orders, and rare species through its own production capabilities, delivers to Casco Bay Lines for orders to the islands, and promotes sustainable practices.

The real jewel of this business has been its renowned retail shop on Custom House wharf, where customers from all over the country visit to experience the amazing array of fresh products in a unique, authentic setting. **It’s Pledge:** “We pledge to set the standard for quality by purchasing and selling the highest quality fish and seafood obtainable. It will always be fresh, never frozen, unless we say otherwise. It is our #1 Goal.”

■ The ***Business of the Year*** award was given to ***Tilson Technologies***

Tilson is on a mission to build America's information infrastructure. Recognized eight consecutive years on the Inc. 5000 list, Tilson provides network deployment and information system professional services to telecom, construction, utility, and government clients.

Headquartered in Portland, Maine, Tilson builds high-performing technology project teams who take on the largest and most impactful information infrastructure projects in the country.

Led by CEO Joshua Broder, a veteran of the U.S. Army, Tilson's early beginnings include taking on major regional projects, including Central Maine Power's grid modernization effort and Maine Fiber Company's Three Ring Project.

Starting with just three people in 2007, Tilson now has over 450 employees in 17 locations across the country.

Tilson's ongoing growth is driven by its differentiated capability to lead technology advancement in support of expanding 5G infrastructure deployment.

■ The ***Economic Development Achievement*** award was given to the ***Avesta Housing***

With over 45 years of experience, Avesta Housing is one of the largest non-profit developers of affordable housing in New England. Under the leadership of President and CEO Dana Totman, the organization is committed to providing quality affordable housing and preserving the existing stock of affordable multi-family housing in Maine. Of paramount importance to Avesta is the recognition of affordable housing as a valuable community asset. The organization is recognized nationally for groundbreaking work in bringing together non-profit, for-profit, private, and public sector organizations for the benefit of communities. It is also recognized among the 2018 Best Places to Work in Maine. Avesta has assets of \$290 million, an annual operating budget of \$45 million and a staff of 255 employees.

Among the projects that Avesta has developed in the City of Portland area (this is not an exhaustive list): Logan Place with 30 efficiency units (for chronically homeless); Florence House with 25 units (for chronically homeless women); Pearl Place with 43 units; Pearl Place II with 54 units; Oak Street Lofts with 37 units (marketed to artists, a LEED Platinum-certified housing project); 409 Cumberland with 57 units (Edson Award for Housing Credit development); Thomas Heights with 18-unit efficiencies (five units housing previously homeless vets); Bayside Anchor with 45 units; and, Huston Commons with 30 efficiency units (for chronically homeless people with chronic medical conditions). In total, Avesta owns and manages over 650 rental units that serve a wide range of Portland residents.

Summary

The PDC looks forward to continuing to assist in providing and leveraging investment in Portland area businesses and development projects. With grant programs, its loan portfolio growing, and loan funds available to invest, the PDC would like to thank the City Council for its continued support.

PDC Board of Directors: Mayor Ethan Strimling
Tim Agnew, President
James Dowd
Tom Dunne
Blaine Grimes
Jeffery Hicklin
Jon Jennings, City Manager
Steve Lovejoy
Laura Reading
Julie Viola, Secretary and Treasurer
Briana Volk

PDC Staff: Greg Mitchell, Economic Development Director
Nelle Hanig, Business Programs Manager
Lori Paulette, Senior Executive Assistant
Michael Goldman, Associate Corporation Counsel

PORTLAND DEVELOPMENT CORPORATION
Statement of Net Position
June 30, 2019

(Preliminary and Subject to Audit)

ASSETS

Cash		\$ 2,508,093
Due from other governments		135,065
Loans receivable	\$ 2,084,878	
Allowance for uncollectible loans	<u>(273,400)</u>	<u>1,811,478</u>
TOTAL ASSETS		<u><u>\$ 4,454,636</u></u>

LIABILITIES AND FUND EQUITY

Liabilities:		
Accounts payable	\$ 153,488	
Accrued salaries	<u>-</u>	
Total Liabilities		\$ 153,488
Fund Equity:		
Reserves		
Loans Receivable	\$ 1,811,478	
Economic Development Fund	106,293	
Unrestricted UDAG	537,415	
Restricted CIP	305,393	
Unrestricted CIP	86,448	
FAME	285,958	
EPA Revolving Loan Fund (Brownfield)	391,396	
FAME SSBCI	772,968	
Brownfield Grants	<u>3,799</u>	
Total Fund Equity		<u><u>4,301,149</u></u>
TOTAL LIABILITIES AND FUND EQUITY		<u><u>\$ 4,454,636</u></u>

PORTLAND DEVELOPMENT CORPORATION
Statement of Revenues, Expenditures,
and Changes in Fund Balance
For the Year Ended
June 30, 2019

(Preliminary and Subject to Audit)

Revenues and Financing Sources

Federal Grants	\$ 221,102
State Grants	24,000
Application Fees	3,200
Interest Received on Loans	108,453
Investment Interest Income	36,424
Operating Transfers In	<u>24,945</u>

Total Revenues and Financing Sources	\$ 418,124
--------------------------------------	------------

Expenditures and Other Charges

Administrative Services	\$ 8,685
Net Payments to Contractors	278,900
Cancellations of Loans	170,169
Adjustments to Allowances	(39,400)
Operating Transfers Out	<u>24,945</u>

Total Expenditures and Other Charges	<u>443,300</u>
--------------------------------------	----------------

Excess (deficiency) of revenues over expenditures	\$ (25,176)
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Fund Balance, June 30, 2018	<u>4,326,324</u>
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Fund Balance, June 30, 2019	<u><u>4,301,149</u></u>
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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 APPOINTING JULIE VIOLA
AS A DIRECTOR OF THE PORTLAND DEVELOPMENT CORPORATION

ORDERED, that the City Council, acting in its capacity as Corporator of the Portland Development Corporation, hereby appoints Julie Viola to the Board of Directors of the Portland Development Corporation.

MEMORANDUM
City Council Agenda Item

FROM: Lori Paulette, Senior Executive Assistant

DATE: October 11, 2019

SUBJECT: **Annual Meeting of the Corporator of Creative Portland - Sponsored by Mayor Ethan K. Strimling**

SPONSOR: Mayor Ethan Strimling
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 11/4/2019

Final Action 11/4/2019

Can action be taken at a later date: Yes

PRESENTATION: David Brenerman, President/Creative Portland, 2 Minutes; and,
Dinah Minot, Creative Portland Executive Director, 2 Minutes.

I. SUMMARY

At the October Meeting of the Creative Portland Board of Directors, it set the date for the Annual Meeting of the Corporator as November 4, 2019.

II. AGENDA DESCRIPTION

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

1. Accepting CP FY19 Activity and Financial Reports;
2. Appointment of members Eliza Ginn, Sam Mateosian, and reappointment of Gerard Salvo for three-year terms expiring 11/30/2022; and
3. Transaction of other business as may be deemed necessary.

In addition to its signature programs, like First Friday Art Walk and Arts in the Chamber, 2019 notable accomplishments include:

1. Cultural Plan Update of 2018: A Living Action Plan, adopted by City Council 3/19;
2. Arts & Culture Summit 2019 hosted at Ocean Gateway, with 200 cultural leaders;
3. Hear Here, a local talent showcase of performing artists at Merrill Auditorium, debuted to an audience of 700 on a Sunday afternoon in February, with Governor Janet Mills and Congresswoman Chellie Pingree in attendance;
4. NEA Our Town 2019 Grant recipient for Creative Bus Shelter Initiative;
5. Creative Portland Art Gallery (two show openings per year with over 100 attendees each);
6. 2 Degrees Portland program re-launched with Live + Work in Maine & People's United Bank as new sponsors; and
7. Fiscal Sponsorships (CP provided 13 sponsorships to fledgling organizations & initiatives).

III. BACKGROUND

At the October Meeting of the Creative Portland Board of Directors, the Board set the date for the Annual Meeting of the Corporator as November 4, 2019.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of the Annual Meeting of the Corporator would be for it to receive and accept the annual Activity and Financial Report and appoint members Eliza Ginn, Sam Mateosian, and reappoint Gerard Salvo.

V. FINANCIAL IMPACT

There is no financial impact associated with this action.

VI. STAFF ANALYSIS AND BACKGROUND

Because the Creative Portland Board recommended that the Corporator hold its Annual Meeting of Creative Portland on November 4, 2019, to review and accept the annual Activity and Financial Report and appoint members, Creative Portland staff is requesting the Annual Meeting be held on November 4, 2019.

VII. RECOMMENDATION

It is recommended that the City Council hold its Annual Meeting of Creative Portland on November 4, 2019.

VIII. LIST ATTACHMENTS

1. FY2019 Annual Report of CP

Prepared by:

Lori Paulette, Senior Executive Assistant

Date: 10/11/2019

CREATIVE PORTLAND^{ME}

84 Free Street, Portland, ME 04101 | 207-370-4784

EXECUTIVE SUMMARY - FY2019 ANNUAL REPORT

The Creative Portland (CP) Corporation submits the tenth Annual Report to the Portland City Council, Corporator of Creative Portland for the fiscal year ending on June 30, 2019. A financial summary of Creative Portland's FY19 revenue and expenses is included with this document. The Creative Portland Board of Directors thanks the Portland City Council for allocating TIF funds in the amount of \$100,000 during FY19 from the Downtown Transit Oriented and TIF District. With this investment, CP was able to fund staff salaries and to leverage additional funding from various public and private sources in cash grants and donations just over \$115K (\$72,398, plus \$43,363 in specific in-kind donations), as well as hundreds of hours of in-kind support contributed by dozens of volunteers.

Through our programming and collaboration with numerous visual and performing artists and arts and culture organizations in our community, we are gaining momentum and building capacity. We have attracted over two dozen new sponsors this year, impacted by the City's adoption of the updated cultural plan, a notable accomplishment during the past year. For FY20, and for the first time, Creative Portland has approved a work plan and budget that more than doubles the City's \$100K TIF investment, in order to support the creative economy.

MISSION & VISION

Creative Portland was founded by Portland City Council to grow and support the creative economy. The organization's current mission statement, influenced by strategies identified in the cultural planning process of 2017-18, continues to support the creative economy through the arts, with an added focus of nurturing and promoting the local arts and cultural community. The statement: "Our mission is to support the creative economy through the arts by providing essential resources, by fostering partnerships, and by promoting Portland's artistic talents and cultural assets. As the official nonprofit arts agency, we support economic development efforts by strengthening and stimulating our workforce, creative industries, and enterprises."

FY19 Notable Accomplishments:

1. Cultural Plan Update of 2018: A Living Action Plan, adopted by City Council 3/19
2. Arts & Culture Summit 2019 hosted at Ocean Gateway, with 200 cultural leaders
3. Hear Here, a local talent showcase of performing artists at Merrill Auditorium, debuted to an audience of 700 on a Sunday afternoon in February, with Governor Janet Mills and Congresswoman Chellie Pingree in attendance.
4. NEA Our Town 2019 Grant recipient for Creative Bus Shelter Initiative
5. Creative Portland Art Gallery (two show openings per year with over 100 attendees each)
6. 2 Degrees re-launched with Live + Work in Maine & People's United Bank as new sponsors
7. Fiscal Sponsorships (CP provided 13 sponsorships to fledgling organizations & initiatives)

See attached FY19 annual report with names of board of directors, sponsors and program details.

CREATIVE PORTLAND CORPORATION BOARD OF DIRECTORS

FISCAL YEAR 2019 ANNUAL REPORT

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CREATIVE PORTLAND BOARD OF DIRECTORS FY19

Kate Anker, **Vice President**: Running with Scissors

Nicole Barna: Portland Monthly

Peter Bass: Random Orbit

Lisa Bloss: ethnographer

David Brenerman, **President**: Former Portland City Councilor and Mayor

Ezekiel Callanan: Opticliff Law

Mufalo Chitam: Maine Immigrants' Rights Coalition

Raffi Der Simonian: DerSimonian LLC

Gibrian Foltz, **Treasurer**: Baker Newman Noyes

Brian Marshall, **Secretary:** Verrill Dana
Daniel Minter: artist, Black Artists Forum, Maine College of Art
Greg Mitchell, ex officio: Economic Development Director - City of Portland
Gerard Salvo: TideSmart Global
Mayor Ethan Strimling, ex-officio: Portland City Council

NOTABLE ACCOMPLISHMENTS

Cultural Plan Update of 2018 - A Living Action Plan

During the past fiscal year, Creative Portland completed the process (begun in early 2017) of updating Portland's 1998 Cultural Plan - *Celebrating Community: A Cultural Plan for Portland, Maine*. With the tremendous growth in the arts community over the last 20 years and the recent investments in creative economy strategies by the City of Portland via Creative Portland, it has been a pivotal time to invite peers into a formal, facilitated set of conversations about what challenges remain and how best to invest and leverage limited resources. Funding for the update came from grants from the Maine Arts Commission (MAC) and the Portland Development Corporation's PEDPIP program, plus corporate sponsorships

The two-year citywide cultural planning process concluded with CP's presentation of *The Cultural Plan Update of 2018: A Living Action Plan* to City Council on February 20, 2019, with the plan effective on March 22, 2019. The update identifies three action plan priority recommendations:

1. Celebrate Portland as a creative city with Congress Street as the spine.
 - a. Focus on "experience design."
2. Provide visibility and professional developmental support for artists and creative entrepreneurs.
3. Advocate for maintaining and growing affordable live, work, and performance space in Portland.

The main takeaway from the report has been establishing solidarity and community support to continue collaboration among arts and culture organizations, with an action item to host an annual arts & culture summit. The objective of the summit is to address the priority recommendations of the cultural plan noted above. The ultimate goal is to make the collective arts, culture, and creative economy of Portland more visible and provide more support to arts organizations, individuals and creative businesses.

CP's goal is to apply some of the cultural planning strategies in our programs and initiatives. The city has made a substantial investment in Creative Portland, and we are committed to reinforcing the necessity to collaborate and work together, as we recognize that the arts and cultural sector is the core foundation of the creative economy. Towards this goal, in March 2019, Creative Portland submitted a Letter of Interest to Maine Arts Commission for a Creative Communities Economic Development (CCED) Implementation Grant to implement a recommendation identified in the cultural plan. The letter was reviewed and approved in May,

CP has been invited to submit a full application in October 2019, with the potential of garnering \$75,000 for plan implementation.

Portland Arts & Culture Summit - June 2019

In June 2019, CP hosted the Portland Arts & Culture Summit at Ocean Gateway. Attracting new sponsors from the private sector, including Live + Work in Maine, Thompson's Point, and Cove Street Arts, we convened over 200 artists, arts & cultural leaders, creative business owners, developers, investors, and city staff. This arts and culture summit was dedicated to cultural plan implementation. The summit addressed strategic planning, private investment opportunities for maximum arts impact, and cultural tourism opportunities.

Panelists (listed below)* included arts community leaders, city planning staff, private investors, and visitors from Burlington, VT and Lawrence, MA. Keynote speaker Congresswoman Chellie Pingree spoke about the economic value of the arts, and entrepreneur David E. Shaw spoke of the importance of place, community and cooperation. Palaver Strings performed during the lunch break. The summit was followed by a 2 Degrees event, the first under the direction of a new committee, sponsored by People's United Bank and Live + Work in Maine.

***Arts & Culture Summit Panelists:**

Kate Aker, Running with Scissors	Mary Allen Lindemann, Coffee By Design
Peter Bass, Random Orbit	Peter McLaughlin, SPACE
Jeff Beam, One Longfellow Square	Amanda Methot, HCD - City of Portland
Sadie Bliss, Maine Crafts Association	Dinah Minot, Creative Portland
David Brenerman, Creative Portland	Daniel Minter, Indigo Arts Alliance
Bruce Brown, curator	Chip Newell, NewHeight Group
Kate Burch, Portland Museum of Art	Aimée Petrin, Portland Ovations
Caitlin Cameron, PPAC/City Urban Planner	Chellie Pingree, Congresswoman
Sarah Campbell, Portland Public Library	Marty Pottenger, Art At Work
John Coleman, artist & The VIA Agency	Julie Richard, Maine Arts Commission
John Danos, Cove Street Arts	David Shaw, Black Point Group
Kerstin Gilg, Maine Arts Commission	Addy Smith-Reiman, PSA
Christine Grimando, City Planning Director	Ethan Strimling, Mayor
Lindsay Hancock, grant consultant	Chris Thompson, Thompson's Point
Quincy Hentzel, Portland Regional Chamber	Lynn Tillotson, Visit Portland
Kelsey H. Johnson, SPACE	Issa Van Dyk, LA House - Lawrence, MA
Doreen Kraft, Burlington City Arts	Beth Wilbur Van Mierlo, Side x Side

Hear Here - February 2019

On February 17, 2019, Creative Portland co-promoted an inaugural showcase of local performing arts talent in association with the City of Portland, The Crewe Foundation, and David E. Shaw, at Merrill Auditorium. Governor Janet T. Mills and Congresswoman Chellie Pingree

joined an audience of 700 and offered warm closing remarks of gratitude for the exceptional talent and community bonding, on an otherwise quiet and chilly winter afternoon.

Embracing the cultural diversity of our city, the 90-minute show was produced and directed by Executive Director, Dinah Minot, and a production staff heavily reliant on in-kind services, including the talents of Tony award-winner Lighting Designer Chris Akerlind, Set Designer Cindy Thompson of Transformit, and Digital Designers at Big Room Studios. On a modest budget, the live concert, with high production value, displayed the world-class talent of our city, with outstanding rap, pop, electronic, classical, and alternative music and contemporary dance representation.

The inaugural showcase was made possible by over 50 community sponsorships, offering marketing and outreach on their own websites, and by the generosity of concert sponsors AV Technik, Headlight AV, Transformit, Knack Factory, News Center Maine, Coffee By Design, The Press Hotel, State Theatre, Bayside Bowl, and Infinity Federal Credit Union.

The community responded enthusiastically, and plans are underway for Hear Here 2020, on the weekend of January 25/26.

NEA Our Town Grant

Creative Portland was awarded its first ever grant from the National Endowment for the Arts in April 2019. The \$25,000 matching grant will support a creative placemaking initiative to design four artistic bus shelters celebrating the City of Portland's racially diverse communities. The project will engage local artists and arts administrators, in partnership with transit providers, and in collaboration with the Office of Economic Opportunity and the Greater Portland Immigrant Welcome Center. The goal is to encourage multi-modal transportation, to increase ridership, and to promote awareness and social acceptance through art installations that utilize bus shelters as a canvas for public art on the theme of celebrating diversity and inclusion. The Creative Shelters initiative, co-sponsored by METRO and GPCOG, will launch in early fall 2019, with an Open Call to artists and designers.

ONGOING INITIATIVES & PROGRAMS

This past year, we have facilitated and convened diverse groups in the arts community, hosting meetups, Monday Morning Drop Bys, talent showcases, art openings, professional development workshops, and cultural plan work groups. These meetings have led to new partnerships and new opportunities for the arts community to get involved with the private sector.

A Welcome Center for the Arts Community

We are grateful to the city manager and economic development staff for the \$25,000 loan from the Portland Development Corporation in 2016, of which \$9,184 is already paid off. The loan financed the renovation of our multi-use city-owned office space at 84 Free Street, which opened almost three years ago in January 2017, a few months after we hired a new executive

director, Dinah Minot. Creation of an open architectural space, with the help of several board members' in-kind services, has provided an inviting street presence for CP, as well as an art gallery that has put us on the map in our efforts to cultivate arts patronage in Portland and a buyer's market for visual artists to showcase their work. In addition, the new space has attracted volunteers from all arts genres and diverse cultural backgrounds, as we work toward becoming a cultural hub and clearinghouse of information and resources for the creative economy.

Open to the public weekdays from 10-5pm and also during First Friday Art Walk, CP hosts pop-up exhibits, concerts, performing arts 'show & tells' and art exhibitions, in addition to a monthly coffee hour/open house for the arts community, Monday Morning Drop By.

Creative Portland Art Gallery

FY19 showcased two juried art exhibitions in the CP Art Gallery: "On The Verge" and "Immersion". "On The Verge" opened October 24, 2018 and was replaced by Immersion, which opened April 24, 2019 and will hang through October 2019. Both openings drew crowds of nearly 100 people, packing the gallery and providing opportunities for members from disparate reaches of the city's arts community to connect in a celebratory environment. Each show contained the work of 18 artists, all of whom live in Greater Portland (Biddeford to Brunswick). Although not all the exhibited work sells, the artists appreciate the exposure and have made new connections at other venues and businesses showcasing local art, including the Regional Chamber of Commerce and the Greater Portland Immigrant Welcome Center.

First Friday Art Walk

Now in its 20th year, the Art Walk continues to attract thousands to downtown Portland every month for Maine's largest monthly free cultural event. Based on research conducted in 2011, we estimate that the Art Walk still brings over \$1 million to the local economy every year, as consumers spend an average of \$28 per person when attending a Portland cultural event. Creative Portland promotes and manages the Art Walk with online listings and in print, generously sponsored by organizational partnerships with Greater Portland METRO, The Crewe Foundation, Coffee By Design, Portland Ovations, Portland Museum of Art, WMPG, Maine College of Art, and Mechanics' Hall.

METRO has partnered with CP since 2016 to offer free rides every First Friday after 4pm, including the Breeze connection from as far away as Brunswick, and the Husky Line (opened in August 2018) that connects to the University of Southern Maine campus in Gorham. Our goal is to bring the "art" back into Art Walk and focus on facilitating a free, self-guided tour of galleries and venues. The success of the program has attracted visitors from throughout the state. City departments are currently working with CP to ensure safety and code compliance, particularly as crowds swell during the summer months.

2 Degrees Portland - a welcome wagon and network for creatives

2 Degrees Portland was designed to attract and connect people to Portland's creative community and to provide support to the artists and creative entrepreneurs who make up that community.

One program of 2 Degrees Portland since 2011 is for people interested in living and working in Portland, and continues to attract about 8 people each month. The database of people who live and/or work in Portland volunteering to be "connectors" also grows every month. There are now over 300 connectors who are willing to connect, assist, and mentor participants who are interested in exploring Portland and/or moving here. In FY19, 50 people from as far away as California contacted 2 Degrees for information and connections while considering a move to Portland, or upon arriving in the area.

After a hiatus, a new 2 Degrees committee has been assembled, with representatives from the University of New England, Maine College of Art, Portland Ovarations, Portland Museum of Art, Think Tank Coworking, Maine Red Claws, Portland Sea Dogs, Propel, MEMIC, and People's United Bank. The new committee presents networking events, with its first event on June 18, 2019 at Ocean Gateway following the Portland Arts & Culture Summit. Approximately 100 people were in attendance. 2 Degrees also welcomed new sponsors Live + Work in Maine and People's United Bank, who have provided outreach as well as cash commitments that represent direct leveraging of public funds. The first event of FY20 was scheduled for September 18, 2019, at The Public Works.

Arts in the Chamber

In 2016, the Mayor initiated a new monthly program at the beginning of city council meetings, usually on the first Monday of the month, to present artistic talent from all genres reflecting our diverse city. Creative Portland was asked to coordinate this program. CP has reached out to the arts community to scout and book 3-4 minute performances and/or presentations in front of the councilors in the chamber and also on public access TV. Presentations this past year included Creative Portland's new sizzle reel; Linda Aldrich, Portland Poet Laureate; Palaver Strings Quartet, strings ensemble; Riley Watts, dancer; Beth Wilbur Van Mierlo, Side x Side; Myles Bullen, hip hop artist; Dinah Minot, "Hear Here" recap; Marcia Minter, Indigo Arts Alliance; and Patricia Daunis Dunning, Daunis Fine Jewelry.

Professional Development Workshops

Providing resources to the arts community is a top priority. In FY19, we hosted two free workshops to boost the creative economy, on the topics of Branding 101 and Using Video to Enhance Marketing Outreach. Both workshops received overwhelming interest, necessitating the relocation of the workshops from the CP office to locations with greater capacity. Feedback from participant surveys validates the need for professional development in the creative community. Discussions at the 2019 Arts & Culture Summit led to an interest in developing a centralized planning system, whereby Creative Portland could offer a host site and centralized service system with a calendar of workshops and events, uploaded through portals on the Creative Portland website.

Fiscal Sponsorships

An important way CP serves the creative community is as the fiscal sponsor for creative initiatives that require a 501(c)(3) organization to apply for grants and accept donations. In FY19 we were fiscal sponsors for the following organizations:

- 80 Exchange Mural Project, a project to create/install a work of art on the facade of a private building at 80 Exchange Street, Portland, ME.
- Batimbo United, a group of immigrants/asylum seekers who perform the unique ritual dances of Burundi to Maine audiences and throughout America.
- Black Artists Forum, a coalition dedicated to promoting the growth of individual creators and the community of black artists in Maine by creating visibility for artistic diversity while making cultural resources and opportunities accessible to the creative community.
- Indigo Arts Alliance, an innovative hybrid studio space in Portland's East Bayside, created to amplify the creative voices, artistic vision and practice of artists of color in Maine.
- Maine Immigrant Musical Instrument Project, which provides instruments for recent immigrants who do not yet have work authorization, and offers free lessons, repair help, networking, English language practice, performance opportunities (including The International Open Mic), and fellowship.
- Maine Tool Library, a volunteer-run tool lending library in Portland serving makers, artists, homeowners, creatives, and entrepreneurs.
- Painters, Players & Poets, a multimedia collaboration between painters, musicians, composers, poets, and fine chair makers.
- Pecha Kucha (Portland), a global storytelling presentation in which 20 slides are shown for 20 seconds each in a precise and fast-paced event with multiple speakers. A community-building program that has been active in Portland for 10 years.
- Portland Dance Month, an organization curating opportunities for local arts organizations to strengthen relationships, expand public engagement, and excite audiences about seeing more dance performances.
- Re-Past: Remembering Malaga, a site-specific memorial and collaborative performance to remember those who were evicted from Malaga Island in 1912, because they were black and mixed-race. The re-past took place on July 12, 2018.
- Robot Speak, a collaborative multimedia exhibition and art installation organized by artist Eva Rose Goetz.
- Speedwell Projects, a not for profit artist-run studio and gallery dedicated to launching thought-provoking exhibitions in all media, including site-specific installations, public art, spoken word and performance.
- Startup Maine (formerly Maine Startup & Create Week), a weekend-long event that last year generated national publicity (including a New York Times Op-Ed) highlighting the entrepreneurial spirit and growth in Portland. They obtained their own 501(c)3 status in Spring 2019.

CREATIVE PORTLAND FORMATION HISTORY

The City Council, by Order #92 passed November 17, 2008, authorized the establishment of Creative Portland (CP) as an economic development initiative to support Portland's creative economy. Formation of the Board of Directors was completed in the summer of 2009, with almost half of the Board appointments made by the City. One member of the City Council serves as the City Council representative and Greg Mitchell, Portland's Economic Development Director, serves as the City Manager's representative on the CP Board.

The City Council, by Order #94 passed November 17, 2008, established the Creative Portland Development and Arts Tax Increment Financing (TIF) District, as a ten-year program, to provide annual "seed" financing to support CP operations. In 2016, the Council voted to extend funding through 2045.

Creative Portland
Profit & Loss Budget vs. Actual
July 2018 through June 2019

	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 Operations (unrestricted)	130,643	152,300	-21,657	85.78%
4200 Programs	41,755	8,500	33,255	491.24%
Total Income	172,398	160,800	11,598	107.21%
Cost of Goods Sold				
5000 Cost of Programs	31,751	6,000	25,751	529.18%
Total COGS	31,751	6,000	25,751	529.18%
Gross Profit	140,647	154,800	-14,153	90.86%
Expense				
6000 Marketing	3,060	8,800	-5,740	34.78%
6100 Personnel	104,715	106,250	-1,535	98.56%
6200 Occupancy Expenses	9,766	9,613	153	101.6%
6300 Travel	726	2,596	-1,871	27.95%
6500 Professional Services	7,873	15,000	-7,127	52.49%
6600 Operating Expenses	11,046	11,940	-894	92.52%
Total Expense	137,186	154,199	-17,013	88.97%
Net Ordinary Income	3,461	601	2,861	576.06%
Other Income/Expense				
Other Income				
7000 Other Income-Expense	-243	0	-243	100.0%
Total Other Income	-243	0	-243	100.0%
Net Other Income	-243	0	-243	100.0%
Net Income	3,219	601	2,618	535.65%

Creative Portland
Balance Sheet
As of June 30, 2019

	<u>Jun 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 Creative Portland Checking	49,344
1015 Petty Cash	537
1025 PayPal Account	1,119
Total Checking/Savings	<u>51,001</u>
Total Current Assets	51,001
Fixed Assets	
1400 Fixed Assets	32,693
Total Fixed Assets	<u>32,693</u>
TOTAL ASSETS	<u><u>83,693</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	28,693
Total Accounts Payable	<u>28,693</u>
Other Current Liabilities	
2500 Fiscal Sponsorship Liability	7,943
Total Other Current Liabilities	<u>7,943</u>
Total Current Liabilities	36,636
Long Term Liabilities	
2800 City of Portland Loan	15,565
Total Long Term Liabilities	<u>15,565</u>
Total Liabilities	52,201
Equity	
3050 Retained Earnings	-2,289
3100 Unrest'd Net Assets	24,162
3200 Temporarily Rest'd Net Assets	6,365
3221 Loss/Gain on Investment	35
Net Income	3,219
Total Equity	<u>31,492</u>
TOTAL LIABILITIES & EQUITY	<u><u>83,693</u></u>

CREATIVEPORTLAND^{ME}

2019 Volunteer Teams

Cultural Plan Steering Committee

Kate Anker
Jeff Beam
Lisa Bloss
Atiim Boykin
Caitlin Cameron
Sally Deluca
Andy Downs
Amy Geren
Matt Goetting
Karolyn Greenstreet
Christine Grimando
Kelsey Halliday Johnson
Erin Hutton
Graeme Kennedy
Julia Kirby
Stacey Kors
Daniel Minter
Marcia Minter
Jeff Shaw
Julia Trujillo
Beth Wilbur Van Mierlo

Interns & In House Volunteers

Colin Campbell
Kelly Irwin
Emma Ivy (intern)
Arthur Page

2 Degrees Committee

Sydney Barrett
Lisa Bloss
Kate Burch
Peter Duggan
Samantha Fletcher
Gib Foltz
Mark Foster
Zoe Hull
Leah Igo
Ian Meredythe Dehne Lindsey
Alex Morse
Francine Ngabu
Jean Paul Ndiruwa
Arthur Page
Patrick Roche
Emily Southard
Jenn Stein
Nate Wildes

Immersion Art Exhibition Curatorial Team

Kate Anker
Nelson Bruns
Titi De Baccarat
Annie Lloyd Witte
Alice Spencer
Stephen Walsh
Jay York

Hear Here Curatorial Team

Chris Akerlind
Spencer Albee
Jeff Beam
Raffi Der Simonian
Steve Drown
Brian Dunn
Julia Durgee
Darren Elder
John Elliott
Kurt Graser
Dave Gutter
Nick Hall
Sara Juli
Alan Kaschub
Nathan Katsiaficas
Sam Mateosian
Peter McLaughlin
Kevin Oates
Aimée Petrin
Russ Pooler
Ian Smith
Jason Spooner
Alex Steed
Cindy Thompson
Lauren Wayne
Nick Whiston

Portland Public Art Committee

Daniel Minter, co-chair

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

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPOINTING
ELIZA GIN, SAM MATEOSIAN, AND GERARD SALVO
AS DIRECTORS OF THE CREATIVE PORTLAND CORPORATION

ORDERED, that the City Council, acting in its capacity as Corporator of the Creative Portland Corporation, hereby appoints Eliza Gin, Sam Mateosian, and Gerard Salvo to the Board of Directors of the Creative Portland Corporation.

MINUTES ARE DRAFT UNTIL APPROVED BY CITY COUNCIL

Mayor Strimling called the meeting to order at 5:40 P.M. (Councilor Ali absent).

ANNOUNCEMENTS:

ANNUAL MEETING:

Annual Meeting of Corporator of the Portland Fish Exchange - Sponsored by Mayor Ethan K. Strimling

Motion was made by Councilor Costa and seconded by Councilor Ray to recess the meeting of the City Council and convene the Annual Meeting of the Corporator of the Portland Fish Exchange. Passage 8-0.

Order 62-19/20 Appointing Robert Odlin and Tim Merrill Directors to the Portland Fish Exchange - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

Motion was made by Councilor Mavodones and seconded by Councilor Batson for passage. Passage 7-0 (Councilor Duson abstained).

Motion was made by Councilor Batson and seconded by Councilor Thibodeau to adjourn the meeting of the Corporator of the Portland Fish Exchange and reconvene the regular meeting of the City Council. Passage 8-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING: MINUTES ARE DRAFTS UNTIL APPROVED BY THE CITY COUNCIL.

Approval of the October 7, 2019 Draft City Council Meeting Minutes

Motion was made by Councilor Costa and seconded by Councilor Batson to approve the minutes of October 7, 2019. Passage 8-0.

PROCLAMATIONS:

Proclamation 4-19/20 Honoring Ann Machado as Employee of the Month - Sponsored by Mayor Ethan K. Strimling

APPOINTMENTS:

Order 63-19/20 Appointing Members to Various Boards and Commissions - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

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

Order 64-19/20 Appointing Directors of the Portland Widows' Wood Society for the 2019-2020 Term - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Duson for passage. Passage 7-0 (Cook out).

LICENSES:

Order 65-19/20 Granting Municipal Officers' Approval of Maria's Real Estate LLC dba Maria's Restaurant. Application for a Class I FSE at 1335 Congress Street - Sponsored by Jon P. Jennings, City Manager

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

Order 66-19/20 Granting Municipal Officers' Approval of Beni LLC dba Ishi Ishi. Application for a Bottle Club at 93 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

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

COMMUNICATIONS:

Communication 2-19/20 RE: Asylum Seeker Donations - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Duson to suspend the rules and allow discussion on Communication 2. Passage 8-0.

RESOLUTIONS:

Resolution 6-19/20 Supporting the Continued Protections of the Federal Law for the Deferred Action for Childhood Arrivals Program - Sponsored by Mayor Ethan K. Strimling

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

UNFINISHED BUSINESS:

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

On September 16, 2019 there was a motion by Councilor Cook and seconded by Councilor Ali to bifurcate the order. This motion passed 8-0.

Motion was made by Councilor Cook and seconded by Councilor Ray to unify the properties so they are back in their original order of 17 structures, (Order 44) Passage 8-0.

Motion was made by Councilor Thibodeau and seconded by Councilor Duson to bifurcate Order 364 to vote on it separately. Passage 8-0.

Motion was made by Councilor Ray and seconded by Councilor Duson to add 536 Deering Avenue into the list of properties. Motion failed 4-4 (Batson, Mavodones, Cook, Costa.)

Motion was made by Councilor Ray and seconded by Councilor Thibodeau to add 331 Forest Avenue into the list of properties. Motion failed 4-4 (Batson, Mavodones, Cook, Costa).

Motion was made by Councilor Cook and seconded by Councilor Costa to designate 5 structures, 617, 630, 643-651, 648, 660, on Forest Avenue as Historic Landmarks and amending the map of designated historic resources. Passage 7-1(Strimling).

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

Councilor Thibodeau recused himself from the vote on 364 Forest Avenue Building as his employer does work for Oakhurst Dairy.

Motion was made by Councilor Ray and seconded by Mayor Strimling to designate 364 as a Historic Building. Motion failed 2-5 (Duson, Mavodones, Cook, Costa, Batson) (Thibodeau recused).

Order 54-19/20 Appropriating \$36,000 from the Housing Trust Fund to Home Start for Affordable Housing at 18 Luther Street - Sponsored by the Housing Committee, Jill C. Duson, Chair

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

Order 55-19/20 Authorizing the Issuance of General Airport Refunding Revenue Bonds Series 2019 (Green Bonds) to Refund the Outstanding General Airport Revenue Bonds Series 2010 - Sponsored by Jon P. Jennings, City Manager

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

Order 56-19/20 Appropriating Proceeds of General Airport Refunding Revenue Bonds (Green Bonds) - Sponsored by Jon P. Jennings, City Manager

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

Order 57-19/20 Establishing a Charter Commission - Sponsored by Danielle West-Chuhta, Corporation Counsel

Motion was made by Councilor Duson and seconded by Councilor Batson for passage. Passage 7-1 (Stirmling).

Order 58-19/20 Submitting the Question for the Establishment of a Charter Commission to the Voters at the Election on June 9, 2020 - Sponsored by Danielle West-Chuhta, Corporation Counsel

Motion was made by Councilor Cook and seconded by Councilor Ray for passage. Passage 7-1(Strimling)

Order 59-19/20 Approving Amendment To Portland City Code Chapter 10 Re: Life Safety Code 2018 Edition - Sponsored by Health and Human Services and Public Safety Committee, Councilor Belinda Ray, Chair

Motion was made by Councilor Ray and seconded by Councilor Duson to postpone Order 59 to the November 4, 2019 City Council Meeting. Passage 8-0.

Order 60-19/20 Approving Traffic Schedule Amendment Re: Two-hour Parking on Waterville Street - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Costa to refer Order 60 to the Sustainability and Transportation Committee. Passage 8-0.

Order 61-19/20 Amendment to Chapter 12, Prohibition on the Distribution of Plastic Straws, Stirrers, and Splash Sticks - Sponsored by the Sustainability and Transportation Committee, Councilor Spencer Thibodeau, Chair

Motion was made by Councilor Cook and seconded by Councilor Batson to amend Order 61 by adding in section 12-220. Findings purposes " (f) The City Council recognizes the need to ensure that plastic beverage straws remain available to those who require them for consumption of hot and cold liquids and seeks to protect the privacy and dignity of those requesting a plastic beverage straw": and adding in section 12-223 Exceptions " (5) on request by individuals who require the use of a plastic straw for hot or cold beverages for purposes of clarity no beverage provider may inquire the reason for such use by the individual." and adding in section 12-226 Effective Date after the word prohibited in the first paragraph "except as otherwise permitted herein ". Passage 8-0.

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

ORDERS:

Order 67-19/20 Releasing of Sewer Right of Way over Parcel 189-A-3 on Sewall Street - Sponsored by Jon P. Jennings, City Manager

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

Order 68-19/20 Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 69-19/20 Approving the Collective Bargaining Agreement with the City Employees Benefit Association of the American Federation of State, County and Municipal Employees, Local 1373 - Sponsored Jon P. Jennings, City Manager

This is a first reading

Order 70-19/20 Setting a Public Hearing on an Amendment to the Portland City Charter Re: Ranked Choice Voting for Municipal Officials - Sponsored by the Legislative/Nominating Committee, Councilor Pious Ali, Chair

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

AMENDMENTS:

Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley Street Neighborhood - Sponsored by Jon P. Jennings, City Manager

This is a first reading

Order 72-19/20 Amendment to the Portland City Code Chapter 17 Re: Facial Recognition Technology Prohibition - Sponsored by Councilor Pious Ali

This is a first reading.

Motion was made by Councilor Ray and seconded by Councilor Mavodones to adjourn. Passage 8-0, at 9:20 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

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

MINUTES ARE DRAFT UNTIL APPROVED BY THE CITY COUNCIL

PROCLAMATION

HONORING

The People of the Great City of Arkhangelsk

* * * * *

- WHEREAS:** The Communities of Arkhangelsk, Russia and Greater Portland, USA have been linked as Sister Cities for more than thirty years; and
- WHEREAS:** Since 1988, the relationship has grown to involve countless people from Greater Portland and from Arkhangelsk; and
- WHEREAS:** The long-standing professional and personal relationships that have been formed over the years are the direct result of the genuine friendship and dedication of the people of Pomor; and
- WHEREAS:** Everyone involved in this relationship is committed to making the future even better.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine, and members of the Portland City Council do hereby proclaim and honor the Great City of Arkhangelsk.

Signed and sealed this 4th day of November, 2019



A handwritten signature in blue ink, appearing to read "Ethan K. Strimling", is written over a horizontal line.

**Ethan K. Strimling, Mayor
City of Portland, Maine**

PROCLAMATION

HONORING

Mark B. Adelson

WHEREAS, Mark B. Adelson has served as the Executive Director of the Portland Housing Authority since 2010. Mark joined the staff at Portland Housing Authority in 2004 as the Deputy Executive Director; and

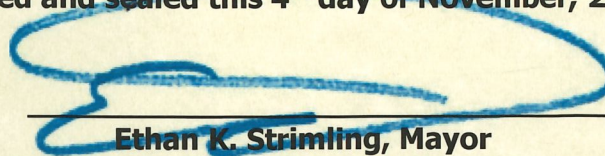
WHEREAS, In addition to his time at Portland Housing Authority, Mark worked for the City of Portland in various capacities for 17 years, beginning in January 1987 when he joined the City as Community Development Administrator. In July 1995 he was promoted to the Housing and Neighborhood Services Division Director. In February 2002 he became the Assistant Director of Planning, the title he held until May 2004 when he left the City to join the Portland Housing Authority; and

WHEREAS, During the four year period of 2000-2004, Mark oversaw the City's investment of more than \$3.8 million dollars to leverage the creation of over 280 affordable housing units; and

WHEREAS, Mark continued his efforts to increase the quantity and improve the quality of housing for the residents of the City of Portland in his role at Portland Housing Authority, as he focused on the transition of the agency's public housing inventory under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration Program. This transition has allowed the agency to create more than 100 units of new affordable rental housing.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council do hereby honor and recognize Mark B. Adelson for his years of dedicated service and commitment to the Portland community.

Signed and sealed this 4th day of November, 2019



**Ethan K. Strimling, Mayor
City of Portland, Maine**



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)

**DECLARING NOVEMBER 29, 2019 TO DECEMBER 22, 2019
THE PORTLAND DOWNTOWN
LIGHT UP YOUR HOLIDAYS FESTIVAL 2019**

ORDERED, the following dates are hereby declared the Light Up Your Holidays Festival, to be organized by Portland Downtown:

November 29, 30 and December 1, 5, 6, 7, 8 13, 14, 15, 20, 21, and 22; and

BE IT FURTHER ORDERED, that the Light Up Your Holidays Festival area shall be Monument Square, Monument Way, Federal Street Extension and adjacent sidewalks; and, on November 29, 2019 only, a closed section of Congress Street from Preble to Elm Streets; and

BE IT FURTHER ORDERED, that the following activities shall be held in the Monument Square, One City Center sidewalk area and Monument Way:

November 29, 2019: Tree Lighting Ceremony in Monument Square – 4:30 to 6:30 p.m. (rain, snow or shine); and

Horse-drawn Wagon rides Fridays, November 29, and December 6, 13, and 20 (4:00 p.m. to 8:00), Saturdays, November 30 and December 7, 14, and 21 (2:00 p.m. to 6:00 p.m.) and Sundays, December 1, 8, 15, and 22 (1:00 p.m. to 5:00 p.m.), as well as on Thursday, December 5 (4:30 p.m. to 8:30 p.m.); and

BE IT FURTHER ORDERED, that the Federal Street Extension shall be closed to vehicular traffic from 4:00 p.m. to 7:00 p.m. and posted “No Parking” from 2:00 to 7:00 p.m. on Friday, November 29, 2019, and Congress Street shall be closed to vehicular traffic between Preble and Elm streets from 4:00 p.m. to 7:00 p.m. for the Monument Square Tree Lighting; and

BE IT FURTHER ORDERED, on December 5, 2019, the Organizers will host Merry Madness at the Custom House and parking on both Custom House Street and Fore Street shall be posted no parking; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code to Portland Downtown for the use of the above-described area for said events, subject to the following conditions:

- Portland Downtown shall indemnify the City and hold it harmless from and against all claims arising out of activities during said parade and ceremony, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured for the Light Up Your Holidays events; and
- Portland Downtown shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at Light Up Your Holiday events; and
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Assembly Facilities Division, shall be adhered to; and
- Major expenses incurred by City Departments for the Tree Lighting Ceremony and closure of Congress Street for that event on Friday, Nov. 29 (Permit Fees for use of grounds, staff assistance – including Police, Public Works for barricades and signage, and Fire Department), shall be in-kind, except that additional staff costs shall be paid for by the Organizer. Department of Permitting and Inspections Business License and Permit fees would also be paid by the organizer, Portland Downtown; and
- Merry Madness event-associated costs from City Departments, should any be needed, will be paid by the organizer, Portland Downtown; and
- Food Vendors participating in the Light Up Your Holidays Festival shall be licensed by the Department of Permitting and Inspections. Under no circumstances may alcoholic beverages be sold on the streets of public property of said area during said events and festival; and

BE IT FURTHER ORDERED, that the City Manager is also authorized to waive any fees and to issue such other temporary licenses and temporary permits, including licenses for food service establishments, and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said event.



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		10/15/19 Revised: 10-16	ORGANIZATION NAME		Portland Downtown
ADDRESS (Street/City/State/Zip)		549 Congress St Portland, ME 04101			
CONTACT NAME(S)		Casey Gilbert	TITLE(S)	Executive Director	
PHONE	207.772-6828 x212	PHONE		PHONE	
EMAIL	casey@portlandmaine.com	EMAIL		EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	For Tree Lighting: Monument Square; Congress Street (from Preble to Elm); Federal Street Ext. For Horse & Wagon Rides: Monument Square For Merry Madness: Sidewalks/parking spaces around the U.S. Custom House		
EVENT DAY(S) & DATE(S)	Tree Lighting: Friday, Nov 29 Horse & Wagon Rides: Nov 29 through Dec 22 (Fridays, Saturdays, and Sundays only) Merry Madness: Thursday, Dec 5	RAIN DAY(S) & DATE(S) (50% added fee)	NO RAIN DATES
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	Tree Lighting: 3:30pm-7:00pm	EVENT START & END TIME	4:30pm-6:30pm

EVENT NAME	EXPECTED ATTENDANCE
Monument Square Tree Lighting plus other "Light Up Your Holidays" events	3,000-4,000

DESCRIPTION OF EVENT

Portland Downtown's annual **Monument Square Tree Lighting** will take place on Friday, November 29, 2019 from 4:30pm-6:30pm. The event is held rain, shine, or snow.

The setup will be different from past years in that we will not be placing the stage on Congress Street. Instead, a smaller stage will be set up on the Square itself (close to the tree). While Congress Street (between Preble St and Elm St) will not need to be closed early in the day (for stage setup), we are requesting that this section of the street be closed to vehicular traffic from 4pm to 7pm. This will allow event attendees to safely cross the street for family activities being held in the Library (Photos with Santa; Warming Station; Hot Chocolate; etc.)

We are also requesting that Monument Way/Federal Street Extension be closed to vehicular traffic, as in past years, from 4pm to 7pm (and posted "No Parking" 2pm-7pm). Only event sponsors & partners such as Hood Eggnog, Make-A-Wish Maine, JL Gray Draft Horses, and our stage performers will be permitted to park on Monument Way/Federal Street Ext.

The Tree Lighting festival area is to include Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk/courtyard area and Monument Way), from Center Street to Temple Street, and both sides of Congress Street in that area. Police assistance is needed for the street closures.

Also, we will be setting up six to eight 10x10 EZ-UP tents throughout the event footprint to create a "marketplace" of sorts. Each tent will feature simple experiences for kids & families to enjoy (such as Make-Your-Own Holiday Card; watch a live ice carving demo; sample eggnog; etc.) All of the experiences will be free.

Please note: Santa will not be arriving via firetruck as in years past. He will be stationed in the Library until about 5:45pm, then he will be

escorted (on foot) to the stage by the tree.

Portland Downtown's **Horse & Wagon Rides** will begin on the evening of the Tree Lighting from 4-8pm. Wagon rides will continue Fridays, Saturdays, and Sundays until Dec 22. The wagons will also operate on the night of Merry Madness (Thursday, Dec 5th from 4:30pm-8:30pm). The festival area for Horse & Wagon Rides is to include Monument Square, One City Center sidewalk area, and Monument Way. Festival time for the horse-drawn wagon rides will run from approximately: Fridays, 4-8pm; Saturdays: 2pm-6pm; and Sundays: 1-5pm. These rides are free to the public. One wagon on Fridays + Sundays. Two wagons on Saturdays.

Merry Madness (Thursday, December 5th, 4pm-7pm)

Our kickoff venue for Merry Madness will once again be the **U.S. Custom House** (312 Fore Street). We are not requesting any street closures; however, we will need full use of the **Custom House Street sidewalk** abutting the venue and the **Fore Street sidewalk** abutting the venue. These areas will be used for queuing Merry Madness attendees and for check-in/registration. We anticipate setting up two to three 10x10 EZ Up tents for registration. To keep the area around the venue uncongested, we would also like to request **Emergency No Parking** for the sections of Custom House Street and Fore Street previously mentioned (about 10-12 parking spaces total).

Please note: Merry Madness attendees will enter the Custom House building via the Fore Street entrance – and they will exit via Commercial Street.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: Merry Madness is a ticketed event, but all other events are free _____ FEE _____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$20
	STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?

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 6-8 IN MONUMENT SQUARE 2 FOR MERRY MADNESS NEAR CUSTOM HOUSE		
*	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): NOT YET SURE OF DIMENSIONS 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 STAGE NEAR TREE		
*	Will you be setting up tables and/or chairs ? How many tables: 6-8 chairs: 6-8	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: SMALL ICE SCULPTURE (PHOTO FRAME) NEAR TREE	X		
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from PAFD and possibly a Temporary Food Service License from Business Licensing Office. 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.	X COMPLIMENTARY EGGNOG COMPLIMENTARY COOKIES & HOT CHOCOLATE IN LIBRARY		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for		X	

	a Street Goods Vendor License(s) at the Business Licensing Office (874-8557) – 2 week notice. List items you wish to sell:			
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music? Band? DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		
*	Will your event require electricity ? 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 BLACK BOX IN MONUMENT SQ		
*	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? "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.			
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: 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).	X		
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gfenton@gpmetro.com) to discuss.	X		
*	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, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X ON FILE		
♦ 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

AM

DATE

10/10/19

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

AM

DATE

10/10/19

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

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:	\$ waived	Single Concert (Amplified Sound) License Fee:	\$
Number of Hours of Use: Approx.	per contract	Equipment Rental Fee:	\$ TBD

Staff Fee (on site event support):	\$ TBD	Public Space / Park / Sound Security Deposit:	\$ waived
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$ TBD
Electricity Fee (activation/de-activation):	\$ waived	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$ waived	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

FOR OFFICE USE ONLY									
DATE APPLICATION RECEIVED: 10-16-19									
APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$ waived	SECURITY DEPOSIT:	\$ waived	INSURANCE NEEDED?	Yes – On File		
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:	\$	CASH 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: Ted Musgrave
DATE: October 21, 2019
SUBJECT: **Order 76-19/20 Declaring January 30, 2020 to February 1, 2020 the CarnavalME 2020 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 11/4/2019

Final Action 11/4/2019

Can action be taken at a later date: Yes

PRESENTATION: None

I. SUMMARY

CarnavalME 2020 is a three-day winter festival on the Eastern Promenade, which will offer many outdoor recreational activities to greater Portland residents.

II. AGENDA DESCRIPTION

This order declares January 30, 2020 to February 1, 2020 the CarnavalME 2020 Festival.

CarnavalME 2020 will run Thursday, January 30, 2020 through Saturday, February 1, 2020 and will be held on the Eastern Promenade Park (including the hillside and Cutter Street parking lots). Some events will be free to attendees, others will be ticketed events.

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

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

III. BACKGROUND

In the 1920's, thousands of people came to Portland for a Winter Festival. The city was turned into a winter spectacle of ice castles, sculptures, sled dogs, ski jumping, and outdoor festivities. Now, a century later, event organizers (Shamrock Sports Group LLC) will bring the party back to leverage Maine's best experiences. Eastern Prom area will be used as the festival zone; a Festival Declaration is needed. See attached artist rendering of Festival area.

CarnavalME 2020 will run Thursday, January 30 through Saturday, February 1, 2020, and will be held on the Eastern Prom (hillside and Cutter Street parking lots). Some events will be free to attendees, others will be ticketed events.

Highlights from the Festival include:

CarnavalME Gala - Thursday, January 30, a ticketed event featuring craft brews, cocktails and wine paired

with local cuisine.

Bites & Brews - Friday, January 31 and Saturday, February 1, a ticketed event showcasing Maine craft brewers and local chefs, all located inside a giant igloo.

Illumination – the Eastern Prom hillside will come alive with color and light.

Ice Sculptors – Maine-themed ice sculptures will adorn the Eastern Prom and activity areas.

Igloos – Organizer Shamrock Signature will work with a Canadian based company, Inflatable Tent, to have one 80' diameter inflatable dome igloo – one being the family igloo which will host activities for the entire family while the second igloo will be the “Bites + Brews” igloo.

Rail Jam – Organizers will work with Sunday River’s team to build a Rail Jam for skiers and snowboarders, and will use the existing hill of the Eastern Prom as the Rail Jam slope.

Narrow Gauge Railway – The Narrow Gauge will be used as a means of transportation to and from the event area.

Games for the family - In addition to the above events, there will be a large outdoor game area where families can gather and play outdoor sports.

The Order should include the following items:

For the event to take place, the Eastern Prom hillside and Cutter Street (and it's parking lots) need to be set aside for exclusive use by the organizers (Tuesday, January 28 through Monday, February 3, 2020) - however, much of the Eastern Promenade Park will still be open and available to the public. Festival Zone extends from Fort Allen Park to the Tennis Courts on the Eastern Prom, and from Eastern Prom sidewalks along that stretch of property, east to Casco Bay (the Eastern Prom Trail also included in the Festival Zone). The above Festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and will be reserved for the use of Shamrock Sports Group LLC for the purpose of conducting CarnavalME 2020, subject to the direction and control of the City Manager.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Festival organizer will cover all costs associated with event, including staff fees and license fees.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Recommend passage.

VIII. LIST ATTACHMENTS

1. Carnaval ME 2020 11.4.2019
2. CarnavalME 2020 - Artist drawing of Festival Area

Prepared by:

Ted Musgrave

Date: 10/21/2019

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 JANUARY 30, 2020 TO FEBRUARY 1, 2020
THE CARNAVALME FESTIVAL**

ORDERED, that January 30, 2020 To February 1, 2020 is hereby declared to be the CarnivalME Festival, sponsored by Shamrock Sports Group LLC; and

BE IT FURTHER ORDERED, that the CarnivalME Festival area shall be the Eastern Promenade Park, Cutter Street and Cutter Street parking lots; and

BE IT FURTHER ORDERED, that Cutter Street may be posted No Parking on Festival days; and

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

BE IT FURTHER ORDERED, that Shamrock Sports Group LLC shall charge admission for some events during the Festival; and

BE IT FURTHER ORDERED, that the CarnivalME Festival Area shall be closed to licensed street vendors as provided in §19-17 and §19-22 of the Portland City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to the organizer under §§25-26—25-28 of the Portland City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

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

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival Area, except in fenced-off designated areas, with Public Assembly Facilities staff to provide ID checkers at alcohol-service areas, in the middle and lower Cutter Street parking lots;
3. Shamrock Sports Group LLC shall comply with all Public Assembly Facilities Division Conditions for use of grounds, and requirements for food service, vending sales, tent and stage installations and other items specified in that permit shall be adhered to;
4. City permit fees, license fees, and costs for city staff assistance will be paid by the organizer (organizer will hire Police Officers and Parking Control Officers to assist with street closures and hire Public Assembly Facilities staff to oversee Festival;
5. Shamrock Sports Group LLC shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the CarnavalME Festival;
6. In addition, the Business Licensing Office shall charge the usual fees for licensing food vendors, and street goods vendors for the Festival to those vendors Shamrock Sports Group LLC has agreed shall participate;
7. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (under 85 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level;

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 Portland City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 16, 2019

SUBJECT: Order 77-19/20 Granting Municipal Officers' Approval of Ada's Pasta, Inc.
dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress 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

Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street.

Application was filed on 10/15/2019. New City and State applications.

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. Ada's Pasta
2. 20191022134213647

Prepared by:

Date: 10/16/2019

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street.



642 CONGRESS STREET, PORTLAND, ME

LETTER OF INTENT

September 9, 2019

To: City of Portland, Maine
Congress Street,
Portland, ME 04101

Mayor Strimling and members of Portland City Council,

I am writing to you to request your approval of a liquor license (Malt & Vinous License (Class III & IV)) for a new restaurant located at 642 Congress Street. The restaurant, Ada's Portland will have a total of 14 seats, and serve fresh pasta and pizza. This will be Ada's second location, with the first being in Rockland.

We are hoping to offer our customers a limited selection of alcoholic beverages: two draft beers and three wines by the glass, and our liquor sales are estimated to be less than 10% of gross revenue.

We will have TIPS certified employees and management and provide additional Responsible Alcohol Service training to staff prior to opening in November of 2019.

Please do not hesitate to reach out with question to Jennifer@mainstreetmarkets.com. We are looking forward to joining the vibrant Portland Food and Beverage Community!

Many thanks,

Jennifer Rockwell
Owner

Ada's Portland
642 Congress Street
Portland, ME 04101

Ada's Kitchen
449 Main Street
Rockland, ME 04841

Main Street Markets
435 Main Street
Rockland, ME 04841



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	ADA'S PASTA, INC.	Phone:	
Location Address:	642 CONGRESS ST.	Zip:	04101
If new, what was formerly at this location:	N/A		
Mailing Address:	449 MAIN ST, ROCKLAND ME	Zip:	04841
Contact Person:	JENNIFER ROCKWELL	Phone:	201 970-5333
Contact Person Email:	JENNIFER @ MAIN STREET MARKETS.COM		
Manager of Establishment:	SIDDHARTHA RUMMA	Date of Birth:	2/26/75
		Phone:	201 415-7964
Owner of Premises (Landlord):	1038 Congress Street Partners, LLC PORT PROPERTY MANAGEMENT		
Address of Premises Owner:	104 Grant St 82 HANOVER STREET	Zip:	04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name	Corporate Mailing Address		
Ada's Pasta, Inc.	449 Main Street Rockland	Zip:	04841
Contact Person:	Jennifer Rockwell	Phone:	201 970-5333
Principal Officers	Title	Date of Birth	Residence Address
Jennifer Rockwell	owner 50%	12/01/1989	449 Main Street, Rockland ME 04841
Richard Rockwell	owner 50%	9/3/1955	371 Island Ave, St George ME 04579
Class of Liquor License:			



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:		
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> Liquor	
Projected percentage of sales:	Generated from Food: <u>90%</u>	Generated from Alcohol: <u>10%</u>
Hours & days of operation:	<u>11 am - 11 pm daily, later on weekend in summer</u>	
QUESTIONS		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		<u>Y/N</u>
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		<u>Y/N</u>
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		<u>Y/N</u>
Will you permit dancing after 1:00 a.m.?		<u>Y/N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		<u>Y/N</u>
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)?		<u>Y/N</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?		<u>11/15/2019</u>
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		<u>Y/N</u>
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?		<u>Y/N</u>
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		<u>Y/N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		<u>Y/N</u>
If Yes, please explain:		

I Jennifer Rockwell 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 [Signature] Title owner Date 10/10/19

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: _____

NEW application: ☒ Yes ☐ No

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

Requested inspection (New Licensees/ Ownership Changes Only) Date: 11/5/2019 Business hours: 11-11

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: _____ ☐ SELF-SPONSORED EVENTS

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>ADA'S PASTA, INC</u>		Business Name (D/B/A) <u>ADA'S Pasta</u>	
APPLICANT(S) –(Sole Proprietor) DOB:		Physical Location: <u>642 CONGRESS 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 <u>207 4157964</u>	Fax Number
Federal I.D. # <u>83-3880490</u>	Seller Certificate #: or Sales Tax #: <u>1199271</u>		
Email Address: <u>sidhart@rumma@gmail.com</u>	Website:		

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

2. State amount of gross income from period of last license:

ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

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

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you 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.

10430 Crows Restaurant LLC

License # 449 Name of Business main Street, Rockland, ME 04841

Physical Location 449 main Street, Rockland City / Town ME

6. If manager is to be employed, give name: Siddharta Rumma

7. Business records are located at: 449 main Street, Rockland

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
Jennifer Rockwell	12/01/1989	New York, NY
Richard Rockwell	9/03/1955	New Jersey
Siddharta Rumma	2/26/75	India

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

Name: Jennifer Rockwell	City: Rockland	State: ME
Name: Richard Rockwell	City: Saint George	State: ME
Name: Siddharta Rumma	City: Cape Elizabeth	State: ME

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 ☐

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

Port Property Management : 82 Hamover St, Portland 04101

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____

consumption area will be for beer + wine in cafe seating area only

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? nearest church is 1 block away but

Which of the above is nearest? Church entrance is on opposite street.

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 ☒

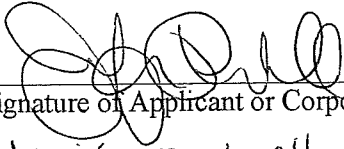
If YES, give details: _____

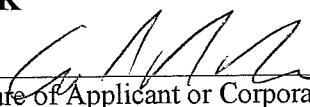
The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

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

Dated at: Portland, ME on October 20, 20 19
Town/City, State Date

PLEASE SIGN IN BLUE INK


Signature of Applicant or Corporate Officer(s)
Jennifer Rockwell
Print Name


Signature of Applicant or Corporate Officer(s)
Siddharta Rumba
Print Name

FEE SCHEDULE

FILING FEE: (must be <u>included</u> 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

7. 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

8. If Yes to Question 7, 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

10/10/19

Date

Jennifer Rockwell

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

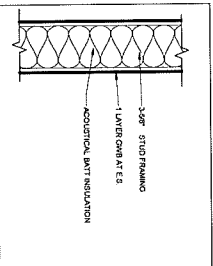
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

GENERAL LAYOUT AND GENERAL NOTES

1. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE BUILDING'S EXISTING CONDITIONS. THE ARCHITECT HAS NOT CONDUCTED A DETAILED SURVEY OF THE BUILDING'S EXISTING CONDITIONS. THE ARCHITECT HAS NOT CONDUCTED A DETAILED SURVEY OF THE BUILDING'S EXISTING CONDITIONS.
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INTERIOR GENERAL NOTES

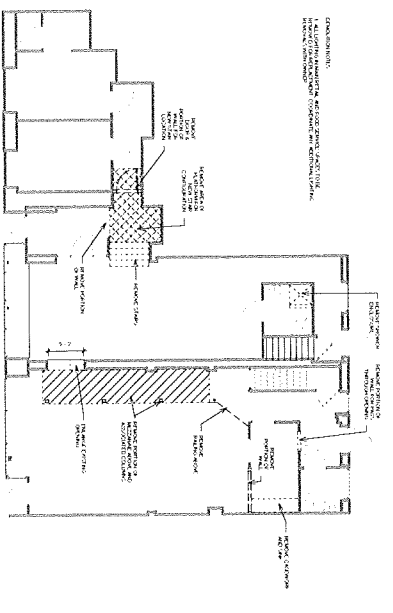
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STUD PARTITION	Door Schedule	WALL
02	2'-6"	6'-6"

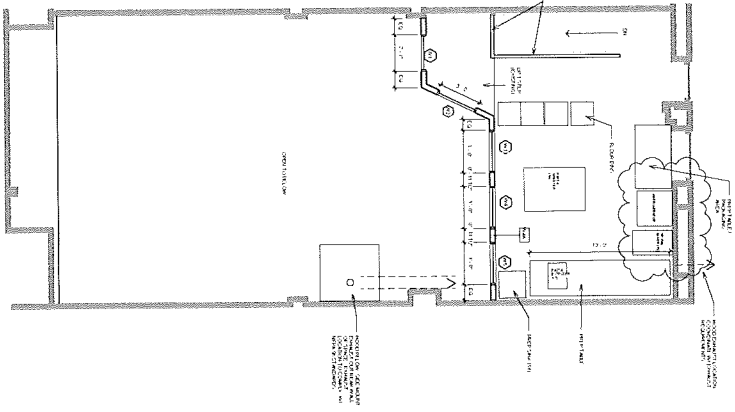
WALL	THICKNESS	COMMENTS
01	4"	CONCRETE
02	2"	CONCRETE
03	2"	CONCRETE
04	2"	CONCRETE
05	2"	CONCRETE
06	2"	CONCRETE
07	2"	CONCRETE
08	2"	CONCRETE
09	2"	CONCRETE
10	2"	CONCRETE

3. DEMOLITION PLAN
1/8" = 1'-0"

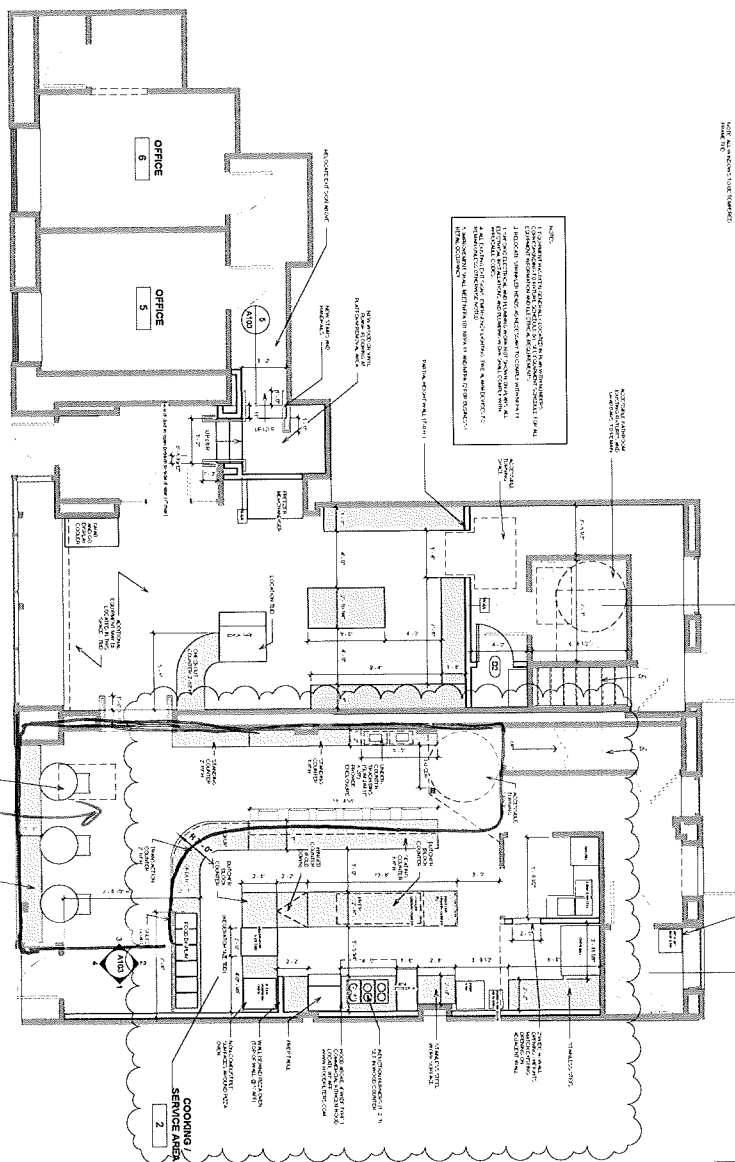


ADA'S KITCHEN

2. MEZZANINE PLAN
1/8" = 1'-0"



1. PLAN/EQUIPMENT PLAN
1/8" = 1'-0"



SHEET
A102

TITLE
PLANS

ISSUE
7/25/2019 REVISION 3

SCALE
AS INDICATED

PROJECTIONS
AS INDICATED

DATE
7/25/2019

PROJECT
ADA'S KITCHEN

OWNER
ADA'S KITCHEN

ARCHITECT
CHELSEA UPRAM

741 Shivers Ave
Portland ME 04103
207.615.6388
www.chelseaupram.com

ADA'S PORTLAND

PASTA MENU

Pappardelle al Ragu

(fresh pappardelle with classic bolognese four meat ragu')

Gorgonzola e Radicchio

(Fresh casarecce with gorgonzola-butter sauce & radicchio. Parmigiano)

Gemelli al pesto rosso

(fresh gemelli with sun dried tomato & ricotta salata)

Ravioli del giorno

(ravioli of the day with butter, sage & pink peppercorn sauce)

Spaghetti al pomodoro e basilico

(fresh spaghetti with overnight pomodoro sauce & fresh basil)

Fettuccine alla boscaiola

(fresh fettuccine with sausage, mushroom and parmigiano-cream sauce)

Bucatini all'Amatriciana

(fresh bucatini with overnight pomodoro sauce, guanciale & pecorino)

Spaghetti alla carbonara

(fresh spaghetti with egg, guanciale & pecorino)

Gnocchetti ai ceci

(fresh gnocchetti with garbanzo beans, overnight pomodoro sauce, red onion, thyme & pecorino)

PIZZA MENU

Margherita
(tomato, mozzarella & basil)

Funghi e salsiccia
(tomato sauce, sausage & mushrooms)

Quattro formaggi
(four cheese)

Diavola
(tomato, mozzarella & salame piccante)

Rucola e salmone
(mozzarella, arugula & smoked salmon)

Spaccata
(white roman pizza filled with daily toppings)

Prosciutto e mozzarella
(white roman pizza with fresh mozzarella & Prosciutto di Parma)

Patate e nduja
(mozzarella, Maine potatoes & spicy nduja soft sausage)

Rossa
(tomato, evoo, garlic, parsley)

Stracchino e mortadella

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MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E151962

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-15) :

Inquiries Name(s) JENNIDER ROCKWELL (1989-12-01)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E151961

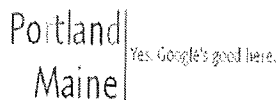
Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-15) :

Inquiries Name(s) RICHARD ROCKWELL (1955-09-03)

NO MATCH WAS FOUND FOR YOUR REQUEST.



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Ada's Pasta

Dan Hondo <danh@portlandmaine.gov>

Sat, Oct 19, 2019 at 4:19 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

no issues on PD side

On Tue, Oct 15, 2019 at 11:50 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

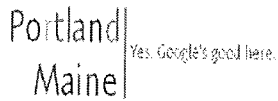
Good Morning

Please see the attached application for a Class III & IV license. This will go to council on 11/4. 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

--

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



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Ada's Pasta

cstacey <cstacey@portlandmaine.gov>
To: Zoning <zoning@portlandmaine.gov>
Cc: jhanscombe@portlandmaine.gov

Tue, Oct 22, 2019 at 1:23 PM

A Restaurant with Class III & IV malt and vinous license is a permitted use in the B-3 Zone under section 14-217(a)(3)(f) in Chapter 14, City Code of Ordinances.

Thanks,

Chris

On Monday, October 21, 2019 at 8:01:21 AM UTC-4, Jessica Hanscombe wrote:

Can I get this approval please, have to get it on the council packet. Thanks

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: Tue, Oct 15, 2019 at 11:50 AM

Subject: Ada's Pasta

To: Aaron Bridges <bridgesa@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Chris Beaumont <cbeaumont@portlandmaine.gov>, Dan Hondo <danh@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Frank Clark <fclark@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Glen McGary <glenm@portlandmaine.gov>

Good Morning

Please see the attached application for a Class III & IV license. This will go to council on 11/4. 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



CITY OF PORTLAND
Permitting and Inspections Department

October 16, 2019

Ada's Pasta
449 Main Street
Rockland ME 04841

Re: Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street.

Dear Jennifer Rickwell,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 4, 2019 at 5:30 p.m.**, for the review of application for a Class III & IV at 642 Congress 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 November 4, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., Ada's Pasta, Inc. dba Ada's Pasta. Application for a Class III & IV FSE at 642 Congress Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 16, 2019

SUBJECT: Order 78-19/20 Granting Municipal Officers' Approval of 207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue- 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

207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue.

Application was filed on 10/15/2019. New City and State applications. Location was previously Maria's Restaurant.

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. 207 Holdings
2. 20191021153221729

Prepared by:

Date: 10/16/2019

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue.

207 Holdings

Bar&Restaurant

337 Cumberland Avenue, Portland Maine

Contact: Antoine Bikamba (2076154036)

24 Wellesley Estates, Portland Maine 04103

10/01/2019

To The Mayor of City of Portland and Members of The City Council

Dear Mayor,

This letter is to inform you that I have submitted an application with 207 Holdings (Bar & Restaurant) to start (international cuisine) at 337 Cumberland Avenue Portland 04101 (previous Maria's Restaurant).

I am a Portland resident since 2007, and Portland residents are going to enjoy and benefits from our skills and experience in international cuisine and good services.

I believe 207 Bar & Restaurant will be a great success for many years to come, my team extensive expertise would be a valuable asset.

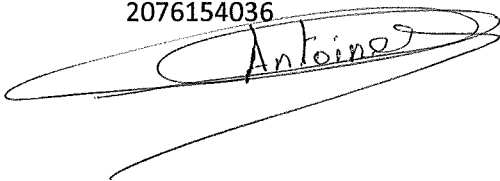
Please reach out if you may have any question.

Regards.

Antoine Bikamba

Bikamba@yahoo.fr

2076154036

A handwritten signature in black ink, appearing to read "Antoine", is written over a large, loopy, horizontal scribble that spans across the signature and extends to the left and right.



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	207 Holdings LLC Phone: 207-615-4036
Location Address:	337 Cumberland Avenue, Portland Zip: 04101
If new, what was formerly at this location:	Maria's Restaurant
Mailing Address:	Zip:
Contact Person:	Antoine BIKANBA Phone: 207-615-4036
Contact Person Email:	bikamba@yahoo.com
Manager of Establishment:	Same as above Date of Birth: 4/17/72 Phone:
Owner of Premises (Landlord):	Youth and Family Outreach
Address of Premises Owner:	331 Cumberland Avenue, Portland Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
207 Holdings LLC		24 Wellesley Estates, Portland Zip: 04103	
Contact Person:	Antoine BIKANBA	Phone:	207 615 4036
Principal Officers	Title	Date of Birth	Residence Address
Antoine BIKANBA	Manager	04/17/1972	24 Wellesley Ests, Portland 04103
Aime Nizimbere	Partner	06/02/1965	255 Cumberland Ave #5 Portland 04101
Darras Rugaba	Partner	10/10/1970	101 Summit Lane, South Portland ME
Aline Bucyana	Partner	09/25/1971	21 Forest Park #3, Portland 04101
Class of Liquor License:			



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:		
Please circle all that will be served:	(Beer) (Wine) (Liquor)	
Projected percentage of sales:	Generated from Food:	Generated from Alcohol:
Hours & days of operation:	Monday - Sunday 12 p.m. - 1 A.M.	
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 (Y)
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		Y/N (N)
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y/N (N)
Will you permit dancing after 1:00 a.m.?		Y/N (N)
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		Y/N (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 (N)
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?	11/01/2019	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y/N (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 (N)
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		Y/N (N)
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y/N (N)
If Yes, please explain:		

I, Antoine Bixler 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 Antoine Bixler Title Manager Date 11/01/2019

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: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: 11/01/2019

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: _____ ☐ SELF-SPONSORED EVENTS

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>207 Holdings LLC</u>		Business Name (D/B/A) <u>207 Holdings LLC (Bar & Restaurant)</u>	
APPLICANT(S) –(Sole Proprietor) DOB:		Physical Location: <u>337 Cumberland Avenue</u>	
DOB:		City/Town <u>Portland</u>	State <u>Maine</u>
Address <u>Same</u>		Mailing Address <u>24 Wellesley Estates</u>	
City/Town <u>Portland</u>	State <u>Maine</u>	City/Town <u>Portland</u>	State <u>Maine</u>
Zip Code <u>04103</u>	Zip Code <u>04103</u>	Zip Code <u>04103</u>	Zip Code <u>04103</u>
Telephone Number	Fax Number	Business Telephone Number <u>207-615-4036</u>	Fax Number
Federal I.D. # <u>84-2996753</u>		Seller Certificate #: or Sales Tax #:	
Email Address: <u>bikamba@yahoo.fr</u>		Website:	

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

2. State amount of gross income from period of last license:

ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you 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: _____

7. Business records are located at: _____

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

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

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

Full Name (Please Print)	DOB	Place of Birth
Antoine BIKANBA	04/17/1972	RDC
Aimé Nizimbere	06/01/1965	Burundi
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Antoine BIKANBA	City: Portland	State: Maine
Name: Aimé Nizimbere	City: Portland	State: Maine
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 ☒

15. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: Youth and Family Outreach 1331 Cumberland Avenue Portland, ME

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Bora Restaurant

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? 0.3 Miles

Which of the above is nearest? Portland High School

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: _____

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

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

Dated at: Portland Maine on 10/01, 2019
Town/City, State Date

PLEASE SIGN IN BLUE INK

Antoine
Signature of Applicant or Corporate Officer(s)
Antoine BIKANBA
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

FILING FEE: (must be <u>included</u> 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: 207 Holdings LLC
2. Doing Business As, if any: Bar & Restaurant
3. Date of filing with Secretary of State: 9/10/2019 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Antoine Bikanba	24 Wellesley Ests, Portland	4/17/72	Manager	25% 50%
Aimé Nijimbere	255 Cumberland Avenue #5, Portland	6/11/65	Partner	25% 50%
Damas Rugaba	101 Summit Lane ^{South} Portland	10/10/70	Partner	25%
Aline Bucyana	121 Forest Ave #5, Portland	9/25/74	Partner	25%

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

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

7. 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

8. If Yes to Question 7, 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

10/01/2019

Date

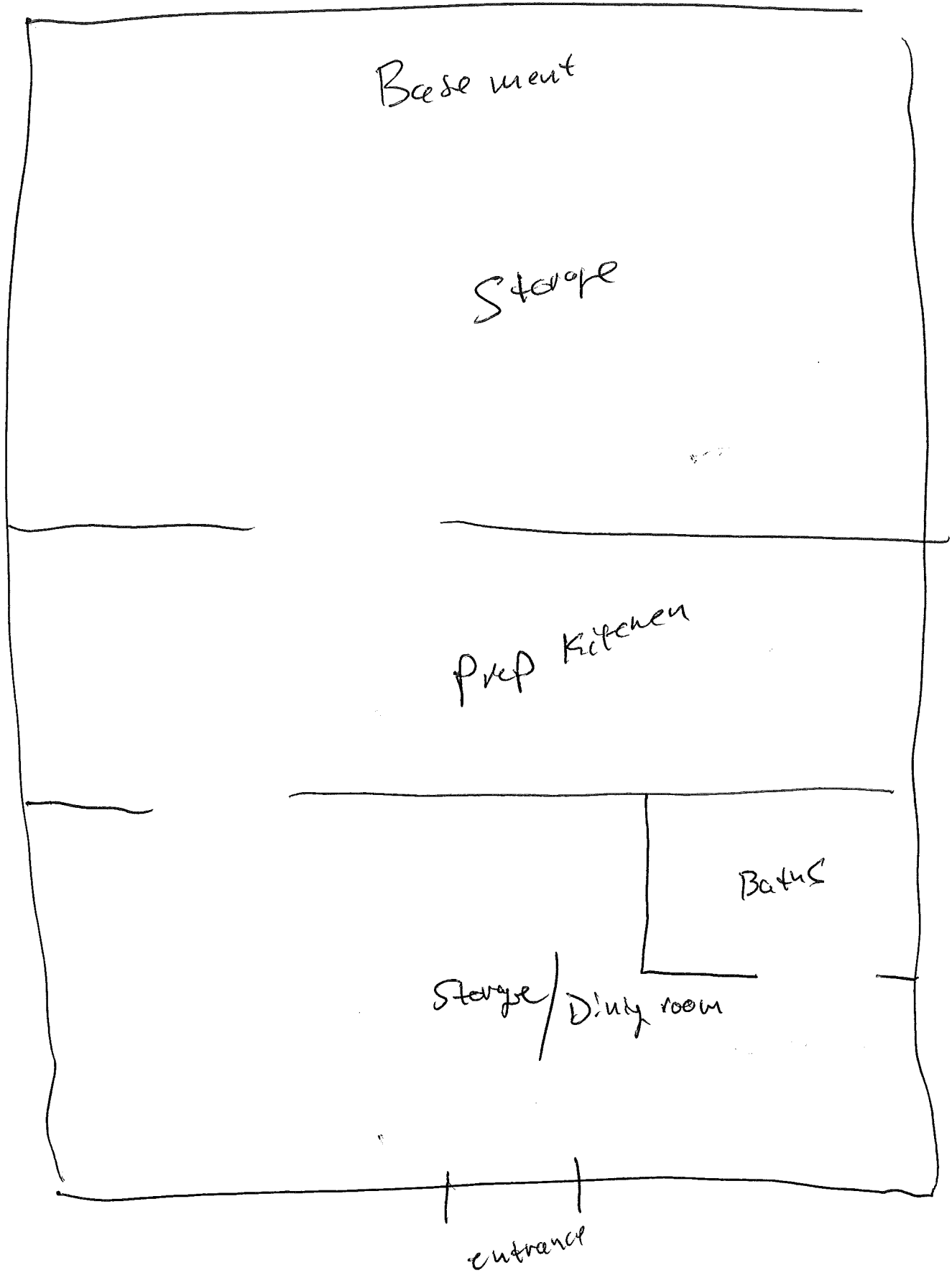
Antoine BIKANBA

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

Cumberland Ave



Pontard St

Lumberland Ave

Entrance

Bath

Dining room

Loose

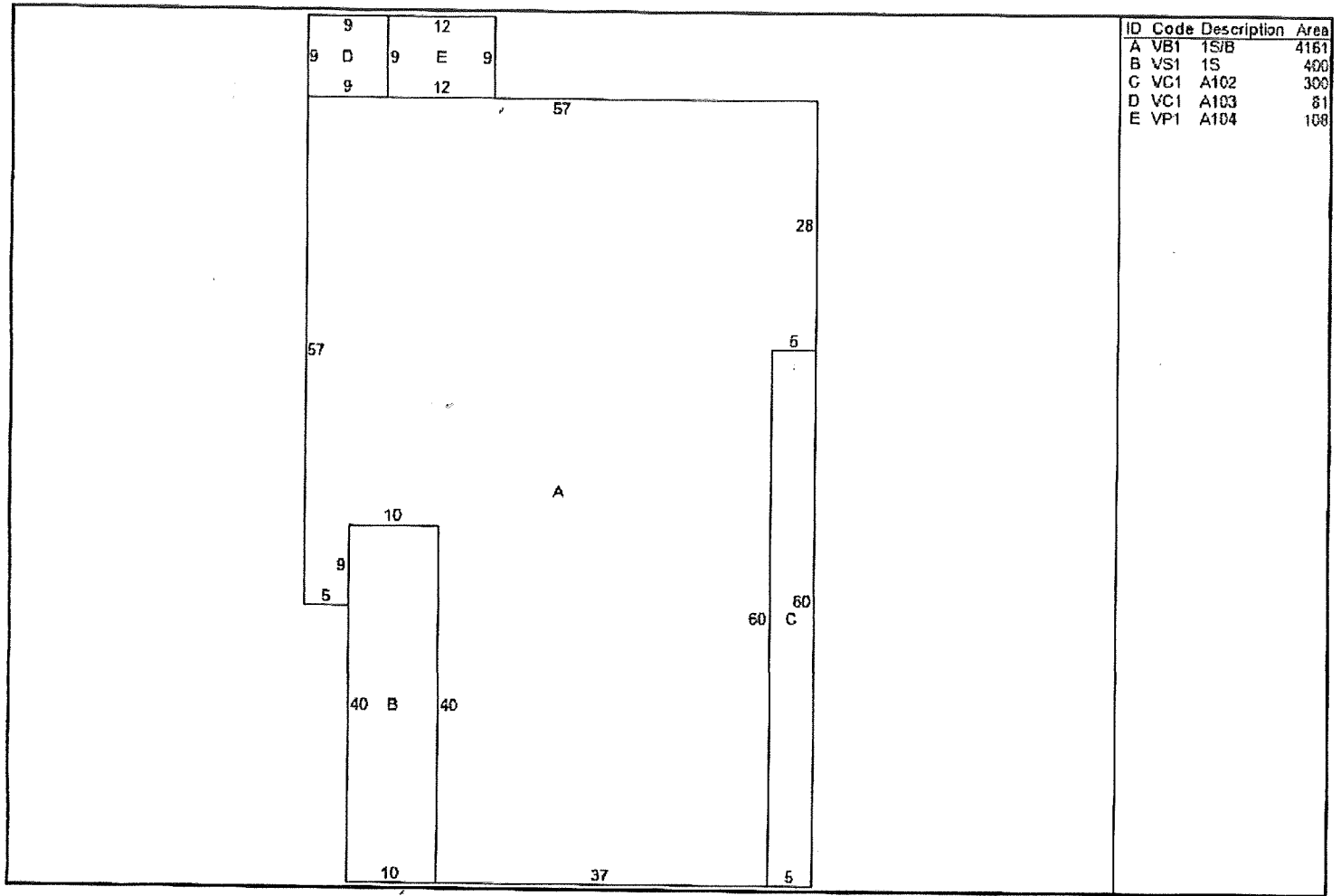
Hallway

Kitchen

Stairway

Dining room

Portland St.



Menu

Starters:

1. Samosas (Handmade pastry stuffed with ground seasoned beef)
2. Chicken Wings (Deep fried chicken wings served with Swahili sweet sauce)
3. Sausages (Farmers choice Kenyan Sausages)
4. Crafts (Cheese)
5. Swahili Basket (Combination of samosa, bhadja and sausage)
6. Ndazi (Donuts)

Lunch & Dinner:

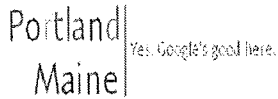
1. Goat (Mbuji Choma; Marinated chunks of goat meat, char-grilled and sautéed with onions)
2. Chicken (Kuku Curry: slow cooked seasoned chicken)
3. Brochettes (Beef)
4. Fish Salad: (Samaki, fresh mixed greens, tomatoes, sweet onions topped with chunks)
5. Hamburgers (Beef and Chicken)
6. Salads (Mix)

Sides:

1. French fries
2. Chapati
3. Fried Plantain
4. Spinach
5. Ugali
6. Wali
7. Pilau

Desserts:

1. Creamy mango cake
2. Madeleines
3. Belgian waffles



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: 207 Holdings

Dan Hondo <danh@portlandmaine.gov>

Sat, Oct 19, 2019 at 4:18 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Hi Jessica,

The PD has no real issues with this, only question is on the application they state they are not within 300 feet of a school and I believe there is a school/daycare next door.

On Tue, Oct 15, 2019 at 2:30 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for a Class XI license. This will go before council on 11/4/2019. This was previously Maria's. Please advise. 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



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E158131

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-21) :

Inquiries Name(s) DAMAS RUGABA (1970-10-10)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2019-10-21**

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

Identification

Subject Name/or potential Alias Name(s)

RUGABA, DUMAS
RUGABA, DAMAS KAVUSTE (AKA)
RUGABA, DAMAS (AKA)

Subject Description (date information provided listed in parentheses)

State ID Number

ME0328452

DOC Number

Unknown/NA

Sex

Male

Race

Black
Unknown

Skin Tone

Unknown/NA

Height

603 (2019-01-29)
603 (2018-08-10)
603

Weight

201 (2019-01-29)
201 (2018-08-10)
210

Date of Birth

1970-10-10

Hair Color

Black (2019-01-29)
Black (2018-08-10)
Black

Eye Color

Brown (2019-01-29)
Brown (2018-08-10)
Black

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

RB
ZR

Citizenship

US (2019-01-29)
US (2018-08-10)

Residence

Residence as of
Address

2019-03-01
101 SUMMIT TERRACE #1
SOUTH PORTLAND, ME 04106

Residence as of
Address

2019-01-29
101 SUMMIT TER
SOUTH PORTLAND, ME

Residence as of
Address

2018-08-10
101 SUMMIT TER
SOUTH PORTLAND, ME

Caution Information

Firearms Disqualified

X - Unknown

Criminal History

Cycle 001

ATN/Tracking Number 285398B
Earliest Event Date 2018-08-10

Arrest/Charge (Cycle 001)
Arrest/Charge Date 2018-08-10
Arresting/Charging Agency SOUTH PORTLAND PD SOUTH PORTLAND; ME0030600
Subject Name(s) RUGABA, DAMAS
Arrest Type Adult
Charge 1

Charge Number 285398B 001
Charge Tracking Number 285398B
Charge Case Number 02-18-2978
Agency SOUTH PORTLAND PD SOUTH PORTLAND; ME0030600
Offense Date 2018-08-10
Charge Description OUI (ALCOHOL), 1 PRIOR (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(B)(1)
State Sequence Code 12944
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number CUMCDJR201804417
Court Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Charge 1

Charge Number 285398B 001
Charge Tracking Number 285398B
Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Offense Date 2018-08-10
Charge Description OUI (ALCOHOL), 1 PRIOR (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(B)(1)
State Sequence Code 12944
Severity Misdemeanor
Disposition 2019-01-15; DISMISSED BY DA/AG - PLED OTHER CHARGE

Charge 2

Charge Number 285398B 002
Charge Tracking Number 285398B
Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Offense Date 2018-08-10
Charge Description OUI (ALCOHOL) (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)

State Sequence Code 12942

Severity Misdemeanor

Disposition 2019-01-15; GUILTY

Sentencing (Cycle 001)
Sentencing Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Court Case Number CUMCDCR201804417
Charge Number 285398B 002
Charge Sequence Number 2
Charge Tracking Number 285398B
Sentence 2019-01-15: FINED \$700.00
2019-01-15: INCARCERATED 3 days ALL BUT 0 years 0 months
0 days 0 hours suspended

Corrections No data supplied

Cycle 002

ATN/Tracking Number 308192B
Earliest Event Date 2019-01-29

Arrest No data supplied

Prosecutor Disposition (Cycle 002)
Prosecutor Agency DISTRICT ATTORNEY'S OFFICE PORTLAND; ME003013A
Charge 2
Charge Number 308192B 002
Charge Tracking Number 308192B
Charge Description VIOLATING CONDITION OF RELEASE (Charge Class E)
Statute 15 MRSA SUBSECTION 1092(1)(A)
State Sequence Code 9632
Severity Misdemeanor
Prosecutor Record ADDED
Modified/Updated

Court Disposition (Cycle 002)
Court Case Number CUMCDCR201900586
Court Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Charge 2
Charge Number 308192B 002
Charge Tracking Number 308192B
Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Charge Description VIOLATING CONDITION OF RELEASE (Charge Class E)
Statute 15 MRSA SUBSECTION 1092(1)(A)
State Sequence Code 9632

Severity Misdemeanor
Disposition 2019-07-23; GUILTY

Sentencing (Cycle 002)
Sentencing Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Court Case Number CUMCDCR201900586
Charge Number 308192B 002
Charge Sequence Number 2
Charge Tracking Number 308192B
Sentence 2019-07-23: INCARCERATED 7 days
2019-10-16: INCARCERATED 7 days

Corrections No data supplied

Index of Agencies

Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J
Agency Telephone 207-822-4113
Address 205 NEWBURY STREET
PORTLAND, ME 04112-0287

Agency DISTRICT ATTORNEY'S OFFICE PORTLAND; ME003013A
Agency Telephone 207-871-8384
Address 142 FEDERAL ST
PORTLAND, ME 04101

Agency SOUTH PORTLAND PD SOUTH PORTLAND; ME0030600
Agency Telephone 207-799-5511
Address 30 ANTHOINE STREET
SOUTH PORTLAND, ME 04106



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E158132

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-21) :

Inquiries Name(s) AIME NIJIMBERE (1965-06-01)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E158134

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-21) :

Inquiries Name(s) ANTOINE BIKAMBA (1972-09-17)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99E158133

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2019-10-21) :

Inquiries Name(s) ALINE BUCYANA (1971-09-25)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 4, 2019 at 5:30 P.M., in City Council Chambers, 389 Congress St., 207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue. Sponsored by Jon P. Jennings, City Manager.



CITY OF PORTLAND
Permitting and Inspections Department

October 16, 2019

207 Holdings LLC
24 Wellesley Estates
Portland ME 04103

Re: 207 Holdings LLC dba 207 Holdings. Application for a Class XI FSE at 337 Cumberland Avenue.

Dear Antoine Bikamba

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 4, 2019 at 5:30 p.m.**, for the review of application for a Class XI FSE at 337 Cumberland Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM: Jeff Levine

DATE: April 23, 2019

SUBJECT: **Order 162-18/19 Amendment to the Portland City Code Chapter 14 Re: Drive-throughs in the B-2, B-2b and B-2c Community Business Zones - Sponsored by the Planning Board, Sean Dundon, Chair**

SPONSOR: Portland Planning Board, January 22, 2019, Vote: 7-0
(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: Yes (If no why not?)

PRESENTATION: Sean Dundon, Chair, Portland Planning Board, 5 minute oral presentation.

I. SUMMARY

The Planning Board unanimously recommends adoption of text amendments to utilize the incentive of drive-throughs to those associated with a pharmacy or banking facility to produce additional housing in Portland. This amendment would limit drive-throughs to buildings with 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units, as a conditional use in B-2, B-2b and B-2c zones.

II. AGENDA DESCRIPTION

The Planning Board unanimously recommended adoption of text amendments to the B-2, B-2b and B2c zones to allow bank and pharmacy drive-throughs in all B-2 zones, but only when they are in developments that include upper story housing. Currently, drive-throughs associated with permitted uses are allowed in B-2 and B-2c as a conditional use, but no drive-throughs are allowed in the B-2b zone. This proposed amendment would allow drive-throughs in all of these zones, but only in multiple story buildings with housing above. Specifically, the proposed text amendments revise the B-2 Table of Uses to limit drive-throughs to those associated with a pharmacy or banking facility in the three B-2 zones as a conditional use. A proposed footnote in the Use Table clarifies that drive-throughs are not permitted for restaurant, bakery or other food or beverage service uses. The conditional use standards for drive-throughs are revised to only permit a drive-through (associated with a bank or pharmacy) in a building of 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units. Screening, location of drive-throughs, and stacking capacity for safe pedestrian and vehicle circulation on and off site are included in the location standard and the other existing 5 standards are retained.

This item must be read on two separate days. It received its first reading on February 20, 2019. On April 22, 2019 the City Council postponed this item to this meeting. The Planning & Urban Development requests this be postponed indefinitely, in light of the current ReCode initiative to produce a new version of Chapter 14 (Land Use) of the City Code.

III. BACKGROUND

The Community Business Zone- B-2, includes the B-2b and B-2c as subdistricts. The B-2 zones are located

along major transportation corridors and encompass larger commercial districts. It is a zone where a wider range of businesses and more intensive commercial uses, including drive-throughs, have been allowed.

Starting in 1999, the B-2 zone has been revised multiple times in order to refine the zone to better accommodate policy initiatives for the redevelopment of Portland's commercial districts by supporting denser urban infill and transit-oriented development. In 2016, the Board recommended (6-1, Whited opposed) a map amendment from B-2 to B-2b for the section of Forest Avenue near the intersection of Forest Avenue, Preble Street Ext and Baxter Boulevard. During the public hearing discussion, the Board suggested exploring options to link the creation of new housing with proposals for new drive-throughs. The recommendation for the map amendment was placed on hold and not forwarded to the Council, pending development of the proposed text amendments.

The Planning Board and the City Staff are recommending proposed text amendments to the B-2 zones, which allow drive-throughs associated with banks and pharmacies, as a conditional use in the three B-2 zones. The locational standard for a drive-through requires a building with a minimum of 3 stories and the majority of the upper floors are to be residential units. The Board and the City are also now prepared to move forward with the proposed B-2b map amendment for a portion of Forest Avenue, which is a separate order and report on the Council's agenda.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Portland's Plan 2030 includes the following economic and housing goals that are relevant to the proposed text amendments:

- Create economic prosperity by growing Portland's tax and employment base.
- Invest in, attract, and retain human capital to support a growing economy.
- Respect that our unique quality of place is key to our current and future economic success.
- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.

V. FINANCIAL IMPACT

The proposed zoning amendments do not have a direct fiscal impact to the City.

VI. STAFF ANALYSIS AND BACKGROUND

Pharmacies and banks seek drive-through windows to serve their clientele. The intensity and impacts of the drive-throughs are generally less than those associated with fast food restaurants, coffee shops, bottle redemption centers, and other uses. While pharmacy and bank drive-throughs are less intensive, the auto-oriented use does impact the pedestrian environment and Portland's goal for a walkable city. In addition, Portland has a stated goal to provide for more housing on upper floors, particularly along major transit corridors. The proposal to require bank and pharmacy drive-throughs to provide housing supports economic development objectives of the comprehensive plan and creates an incentive for more housing along transportation corridors. This proposed amendment balances concerns about drive-throughs as stand-alone uses and instead proposes allowing them as incentives to produce multiple story buildings that include housing. The text amendments will allow well capitalized tenants to help cross-subsidize other City goals.

Allowing drive throughs in projects that provide other significant policy and design benefits will also leverage

well-funded and motivated retail users – such as pharmacies – to make major investments in City policy goals. By allowing a well-screened drive through on the first floor, there is much more likely to be such investment, which would include good urban design elements in a multistory building, and also produce housing. Limiting the drive through types to pharmacies and banks minimize the negative externalities of other drive through uses while leveraging this private investment that might not occur otherwise.

This proposal is an innovative approach to regulating drive-throughs in an urban area. Local examples, include the Bangor Savings Bank on Marginal Way, which has a drive-through facility at the rear of the 3-story structure meeting the conditional use standards for the B-5 zone. Bangor Savings also has a drive-through facility at their two-story building on Middle Street. While it does not have a drive-through facility, the c-Port Credit Union on the corner of India and Middle met the minimum height requirements of the India Street Form Based Code by including a third-floor residential unit over the retail and office facilities located on the first and second floors. Examples of larger scale development incorporating these design principles are found in Edina, Indianapolis, and Milwaukee.

VII. RECOMMENDATION

On January 22, 2019, the Planning Board voted unanimously to find that the proposed text amendments to the Section 14-182, Permitted Uses, and Section 14-183- Conditional Uses of the B-2, B-2b, and B-2c zones of the Land Use Code are consistent with the Comprehensive Plan and recommends adoption of the proposed amendments to the City Council.

VIII. LIST ATTACHMENTS

1. Drive-throughs in B-2 and B-2b 2.20.2019
2. Report and Attachments (B-2 Drive Throughs)

Prepared by:

Jeff Levine

Date: 4/23/2019

Order 162-18/19

Motion to postpone to April 22, 2018: 7-2 (Costa, Ray) on 3/4/2019

Motion to postpone to November 4, 2019: 7-0 (Thibodeau, Batson absent) on 4/22/2019

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)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 14
RE: DRIVE-THROUGHS IN B-2, B-2b AND B-2c COMMUNITY BUSINESS
ZONES

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

*That Chapter 14, Sections 14-182 and 14-183 are hereby
amended to read as follows:*

Sec. 14-182. Table of uses.

Group ¹	Use	B-2 ²	B-2b	B-2c
R	Single family home	Y	Y	Y
	...			
A	Drive-throughs associated with a permitted or conditional <u>a pharmacy or banking facility</u> use ⁴	C	<u>NC</u>	C

. . .

1 Uses within the same group lettering may be substituted without being considered a change of use under zoning, provided all dimensional and other requirements of this section are met. Other reviews may be required under City regulations, including but not limited to building permit, subdivision and site plan reviews. However, no additional parking shall be required for changes within the same use group for a change in total floor area up to 10,000 sf, except for the provision of additional housing units.

Use Groups include the following:

R = Residential
B = Business
I = Institutional
O = Other

U = Utility
A = Auto related
M = Manufacturing/Processing/and other Industrial

2 Y-Permitted N-Not Permitted

C-Conditional use, see section 14-183 for specific standards in addition to the general conditional use standards

3 Expansion of accessory uses into space used by a permitted use shall not be considered a change of use

4 See conditional use standards for drive-throughs. Drive-throughs are not permitted for restaurant, bakery, or other food or beverage service uses.

Sec. 14-183. Conditional uses.

The following uses are permitted in the B-2, B-2b and B-2c zone, as provided in section 14-474 (conditional uses), if they meet the following requirements:

(a) "A" group conditional uses. Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:

6. Drive-throughs: Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:

a. Location of Drive-throughs: ~~Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate~~

~~stacking capacity for vehicles waiting to use these service features without impeding vehicular circulation or creating hazards to vehicular circulation on adjoining streets.~~

Drive-throughs are only permitted in buildings of 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units. The drive-through shall be screened as much as practical from the front of the building and shall be no closer than 40 feet from abutting residential zones and 25 feet from the street line. Adequate stacking capacity much be provided on site without impeding vehicular circulation or creating hazards to pedestrian or vehicle circulation on or off site.

. . .



CITY COUNCIL REPORT FROM PLANNING BOARD PORTLAND, MAINE

Text Amendments for Drive-Throughs in the B-2, B-2b and B-2c Zones
Zoning Text Amendments
City of Portland, Applicant

Submitted to: Portland City Council: First Reading Date: February 20, 2019 Second Reading Date: March 4, 2019	Prepared by: Jeff Levine, Director, Dept. of Planning and Urban Development and Barbara Barhydt, Development Review Services Manager Date: January 31, 2019
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I. PLANNING BOARD RECOMMENDATION

The Portland Planning Board held a public hearing on January 22, 2019. The Board unanimously recommends (7-0) to City Council the adoption of the proposed text amendments regarding drive-throughs in the B-2, B-2b and B-2c zones. The proposal limits drive-throughs as a conditional use in the B-2 zones to those facilities associated with a bank or a pharmacy use in a building with a minimum of 3 stories and a majority of the upper floors devoted to a minimum of 3 residential units. David Silk noted that the proposed amendments are consistent with the adopted goals and policies of the Comprehensive Plan and that the language, as proposed, reflects the Board's discussion at the December workshop. Austin Smith stated that the proposed amendments are a great way to limit the high intensity impacts of drive-throughs and provide incentives for more housing along the City's major transportation corridors and neighborhood centers. Chair Dundon concurred.

There was no public comment provided at the public hearing; however, Mr. Rheault spoke in favor of the text amendments at the Board's December 11, 2018 workshop. He noted that the proposal is an example of good urban planning and asked how the proposal would incentivize housing, whether mixed use projects would be allowed, and how many units would be required.

II. PROPOSED AMENDMENTS (full text in Council Order and Attachment A)

A. INTRODUCTION

The Community Business Zone- B-2, includes the B-2b and B-2c as subdistricts. The B-2 zones are located along major transportation corridors and encompass larger commercial districts. It is a zone where a wider range of businesses and more intensive commercial uses, including drive-throughs, have been allowed.

Starting in 1999, the B-2 zone has been revised multiple times in order to refine the zone to better accommodate policy initiatives for the redevelopment of Portland's commercial districts by supporting denser urban infill and transit-oriented development. In 2016, the Board considered and recommended (6-1, Whited opposed) a map amendment from B-2 to B-2b for the section of Forest Avenue near the intersection of Forest Avenue, Preble Street Ext and Baxter Boulevard. During the public hearing discussion, the Board suggested exploring options to link the creation of new housing with proposals for new drive-throughs. The recommendation for the map amendment was placed on hold at that time pending the additional ordinance work. The City is now prepared to move forward with

the proposed map amendment (separate order and report for the City Council’s consideration) along with the Planning Board’s recommendation for the B-2, B-2b, and B-2c zoning text amendments. The full text of the proposed amendments is included as Attachment A.

B. SUMMARY OF PROPOSED TEXT AMENDMENTS

A. Table of Use:

The proposal is to amend Section 14-182. Table of Uses, so a drive-through associated with a pharmacy or banking facility use is a conditional use in all three B-2 zones. This would add drive-throughs for banks and pharmacies into the B-2b zone and would narrow the option for drive-throughs in the B-2 and B-2c zones.

A	Drive-throughs associated with <u>a pharmacy or banking facility</u> use ⁴	C	<u>NC</u>	C
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The footnote related to the drive-through use cross references the standards for drive-throughs and clarifies that drive-throughs are not allowed with restaurants, bakeries, or other food or beverage service uses. The specific language is as follows:

4 See conditional use standards for drive throughs. Drive throughs are not permitted for restaurant, bakery, or other food or beverage service uses.

B. Conditional Uses.

The current standards for a conditional use review of a drive-through would be retained, with the first standard modified to only allow drive-throughs in buildings of 3 or more stories where the majority of the upper stories is devoted to a minimum of 3 or more dwellings units. The language would allow other upper floor uses, such as offices, subject to the majority of the upper floors being residential. The standards b through f would remain unchanged and are listed above on pages 3 and 4. Standard a is proposed as follows:

6. Drive-throughs: Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:

a. a. — Location of Drive-throughs: Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular circulation or creating hazards to vehicular circulation on adjoining streets.

Drive throughs are only permitting in buildings of 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units. The drive through shall be screened as much as practical from the front of the building and shall be no closer than 40 feet from abutting residential zones and 25 feet from the street line. Adequate stacking capacity must be provided on site without impeding vehicular circulation or creating hazards to pedestrian or vehicle circulation on or off site.

III. CURRENT LAND USE CODE DEFINITIONS AND REGULATIONS

A. Definitions of Drive-Throughs and Use Regulations

Portland's zoning code includes definitions for drive-through facility and drive-through features, as follows:

Drive-through facility: A commercial facility which provides a service directly to a motor vehicle occupant and where the customer drives a motor vehicle onto the premises and to a window or mechanical device through or by which the customer is served with or without exiting the vehicle. Drive-throughs do not include major or minor auto service stations.

Drive-through features: Features associated with drive-throughs including but not limited to designated travel or stacking lanes, intercom systems, menu boards, service windows, kiosks, mechanical devices, etc.

Drive-throughs are treated in a variety of ways within the other business zones in Portland. Attachment B is a chart with the business zones and the regulations pertaining to drive-throughs. In summary, drive throughs are permitted as an accessory use in the B-4 zone and in B-5 locations outside of the area between Forest Ave and Franklin St. The zones in which drive-throughs are not permitted include the following:

- Neighborhood Business B-1
- Community Business – B-2b
- Airport Business A-B
- Island Business – IB
- Urban Mixed-Use B-5b
- India Street Form Based Code (ISFBC)

Drive-throughs are listed as conditional uses with specific design standards or in some cases are limited in where they can be located in the following zones:

- Community Business B-2 and B-2c – Currently, listed as a conditional use associated with permitted or conditional uses, which includes specific standards.
- Downtown Business B-3 – Drive-throughs with restaurants are not permitted and drive-up for a bank facility is a conditional use with specific standards.
- Urban Mixed-Use B-5- Drive-throughs are prohibited in the area between Forest Avenue and Franklin Street. Drive-throughs for a banking facility located between Forest Avenue and Franklin Street is a conditional use.
- Eastern Waterfront Mixed Use B-6 – Drive-up facilities for banks are a conditional use and must be located in the interior of parking structures.

B. Purpose Statement for B-2, B-2b and B-2c Districts

The purpose statements for each of the three (3) B-2 zones are excerpted below. The revisions to the B-2 zone, particularly with the dimensional standards, have made the B-2 and B-2b more similar and designed to support an urban form of redevelopment.

Sec. 14-181. Purpose.

(a) B-2 Community Business Zone

The purpose of the B-2 community business zone is:

1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.
2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.
3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets.

Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.

4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

(b) B-2b Community Business Zone

The B-2b zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists such as on-peninsula or in areas off-peninsula where a neighborhood compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood-oriented building pattern.

(c) B-2c Community Business Zone

To protect and enhance the quiet enjoyment of adjoining residential neighborhoods from the impacts of businesses that serve liquor and from other uses that are incompatible with adjoining neighborhoods due to noise.

C. Permitted and Conditional Use Provisions for Drive-throughs in B-2 Zones

Drive-throughs associated with a permitted or a conditional use are listed as an auto oriented use on the table of permitted uses (Attachment A). Drive-throughs are not permitted in the B-2b zone and are listed as a conditional use associated with permitted or conditional uses in the B-2 and B-2c zones. In addition to the general conditional use standards contained in Section 14-474 of the Land Use Code, the specific conditional use standards of the B-2 zone for auto related uses are below with specific provisions for drive-throughs found under subsection 6:

Sec. 14-183. Conditional uses.

The following uses are permitted in the B-2, B-2b and B-2c zone, as provided in section 14-474 (conditional uses), if they meet the following requirements:

(a) "A" group conditional use. Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:

1. Signs: Signs shall not adversely affect visibility at intersections or access drives. Such signs shall be constructed, installed and maintained so as to ensure the safety of the public. Such signs shall advertise only services or goods available on the premises.
2. Circulation: No ingress and egress driveways shall be located within thirty (30) feet from an intersection. No entrance or exit for vehicles shall be in such proximity to a playground, school, church, other places of public assembly, or any residential zone that the nearness poses a threat or potential danger to the safety of the public.
3. Conditions specific to major or minor auto service stations, car washes and automobile dealerships:
 - a. A landscaped buffer, no less than 5 feet wide, shall be located along street frontages (excluding driveways). The buffer shall consist of a variety of plantings in accordance with the City of Portland Technical Manual; and
 - b. Car washes shall be designed to avoid the tracking of residual waters into the street.
4. Reserved.
5. Reserved.
6. Drive-throughs: Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:
 - a. Location of Drive-throughs: Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular circulation or creating hazards to vehicular circulation on adjoining streets.
 - b. Noise: Any speakers, intercom systems, or other audible means of communication shall not play prerecorded messages. Any speakers, intercom systems, audible signals, computer prompts, or other

noises generated by the drive-through services or fixtures shall not exceed 55 dB or shall be undetectable above the ambient noise level as measured by a noise meter at the property line, whichever is greater.

- c. Lighting: Drive-through facilities shall be designed so that site and vehicular light sources shall not unreasonably spill over or be directed onto adjacent residential properties and shall otherwise conform to the lighting standards set forth in 14-526.
- d. Screening and Enclosure: Where automobiles may queue, waiting for drive-through services, their impacts must be substantially mitigated to protect adjacent residential properties from headlight glare, exhaust fumes, noise, etc. As deemed necessary by the reviewing authority, mitigation measures shall consist of installation of solid fencing with landscaping along any residential property line which is exposed to the drive-through or the enclosure of the drive-through fixtures and lanes so as to buffer abutting residential properties and to further contain all associated impacts; and
- e. Pedestrian access: Drive-through lanes shall be designed and placed to minimize crossing principal pedestrian access-ways or otherwise impeding pedestrian access.
- f. Hours of Operation: The Board, as part of its review, may take into consideration the impact hours of operation may have on adjoining uses.

IV. Planning Board and Staff Analysis

Pharmacies and banks seek drive-through windows to serve their clientele. The intensity and impacts of the drive-throughs are generally less than those associated with fast food restaurants, coffee shops, bottle redemption centers, and other uses. While pharmacy and bank drive-throughs are less intensive, the auto-oriented use does impact the pedestrian environment and Portland's goal for a walkable city. In addition, Portland has a stated goal to provide for more housing on upper floors, particularly along major transit corridors. The proposal to require bank and pharmacy drive-throughs to provide housing supports economic development objectives of the Comprehensive plan and creates an incentive for more housing along transportation corridors.

Housing above food related drive-throughs is less viable than over banks and pharmacies and food related drive-throughs generate the most traffic and impacts on the urban streetscape. Allowing drive throughs in projects that provide other significant policy and design benefits will also leverage well-funded and motivated retail users – such as pharmacies – to make major investments in City policy goals. By allowing a well-screened drive through on the first floor, there is much more likely to be such investment, which would include good urban design elements in a multistory building, and also produce housing. Limiting the drive through types to pharmacies and banks minimize the negative externalities of other drive through uses while leveraging this private investment that might not occur otherwise.

This proposal is an innovative approach to regulating drive-throughs in an urban area. Local examples, include the Bangor Savings Bank on Marginal Way, which has a drive-through facility at the rear of the 3-story structure meeting the conditional use standards for the B-5 zone. Bangor Savings also has a drive-through facility at their two-story building on Middle Street. While it does not have a drive-through facility, the c-Port Credit Union on the corner of India and Middle met the minimum height requirements of the India Street Form Based Code by including a third-floor residential unit over the retail and office facilities located on the first and second floors.

There are examples in other urban areas where drive-throughs are incorporated in larger scale developments. Here are examples from Edina, Indianapolis, and Milwaukee.

<https://finance-commerce.com/2015/08/semper-plans-apartments-atop-walgreens-store-in-edina/>

<https://www.ibj.com/blogs/3-property-lines-scott-olson/post/43955-update-drugstore-drive-through-gets-city-clearance>

<https://patch.com/wisconsin/shorewood/relocation-of-walgreens-a-key-part-of-plans-for-32-mi311b24c213>

V. Comprehensive Plan

The central vision of Portland's Plan 2030 is represented by the Venn diagram demonstrating the integral interrelation of the community's core belief that Portland is equitable, sustainable, connected, dynamic, authentic and secure. The vision conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for job growth and transforming Portland through orderly growth and development be balanced with needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety.



The comprehensive plan includes the following economic and housing goals that are relevant to the proposed text amendments:

- Create economic prosperity by growing Portland's tax and employment base.
- Invest in, attract, and retain human capital to support a growing economy.
- Respect that our unique quality of place is key to our current and future economic success.
- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.

VI. PLANNING BOARD RECOMMENDATION

Vice Chair Mazer moved and Maggie Stanley seconded a motion that on the basis of the material provided in the Planning Board report, dated January 18, 2019, public testimony, a review of applicable policies, and other information, the Planning Board finds that the proposed text amendments to the Section 14-182, Permitted Uses, and Section 14-183- Conditional Uses of the B-2, B-2b, and B-2c zones of the Land Use Code are consistent with the Comprehensive Plan and recommends adoption of the proposed amendments to the City Council. The vote was 7-0.

Attachments:

- A. Proposed Ordinance Amendments
- B. Drive-through Chart for Business Zones
- C. B-2 Zone Locations- Off Peninsula
- D. B-2 Zone Locations- On Peninsula

DIVISION 10. B-2 AND B-2b COMMUNITY BUSINESS ZONES*

Sec. 14-181. Purpose.

(a) B-2 Community Business Zone

The purpose of the B-2 community business zone is:

1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.
2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.
3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.
4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

(b) B-2b Community Business Zone

The B-2b zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists such as on-peninsula or in areas off-peninsula where a neighborhood compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented building pattern.

(c) B-2c Community Business Zone

To protect and enhance the quiet enjoyment of adjoining residential neighborhoods from the impacts of businesses that serve liquor and from other uses that are incompatible with adjoining neighborhoods due to noise.

(Ord. No. 293-88, 4-4-88; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Substitute Ord. No. 189-00, §2, 4-24-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 244-09/10, 6-21-10)

*Editor's Note: Order No. 25, adopted 7-07-99, enacted an emergency 120-day moratorium on drive-through facilities on lots in B-2 Zone adjacent to lots with residential uses effective 7-07-99 through 11-1-99; Ord. No. 94A, adopted 11-01-99 extended the moratorium on said drive-through facilities through December 15, 1999.

Sec. 14-182. Table of uses.

Group ¹	Use	B-2 ²	B-2b	B-2c
R	Single family home	Y	Y	Y
R	Two family home	Y	Y	Y
R	Three family home	Y	Y	Y
R	Multifamily housing	Y	Y	Y
R	Combined live/work spaces provided the living space is at least 33% of the total net floor area	Y	Y	Y
B	General business and professional offices, as defined in section 14-47, and offices of trades	Y	Y	Y
B	Personal services, as defined in section 14-47	Y	Y	Y
B	General retail establishments	Y	Y	Y
B	Pharmacies with retail sales	Y	Y	Y
B	Banking Facilities	Y	Y	Y
B	Restaurants, except that restaurants shall close for all purposes including the service of alcohol no later than 11:00 p.m. unless otherwise authorized by the City Council	Y	Y	Y
B	Drinking establishments, as defined in section 14-47	Y	Y	N
B	Billiard parlors	Y	Y	Y

Group ¹	Use	B-2 ²	B-2b	B-2c
B	Funeral homes	Y	Y	Y
B	Miscellaneous repair services, excluding motor vehicle repair services	Y	Y	Y
B	Communication studios or broadcast and receiving facilities	Y	Y	Y
B	Health clubs and gymnasiums	Y	Y	Y
B	Veterinary hospitals and clinics provided there is no outdoor kennel	Y	Y	Y
B	Theaters and performance halls	Y	Y	Y
B	Hotels, Motels and Inns	Y	Y	Y
B	Bakeries, breweries, distilleries, commercial kitchens and similar uses with a retail component and with a total floor area under 10,000 net sf.	Y	Y	Y
B	Bakeries, breweries, distilleries, commercial kitchens and similar uses with a retail component and with a total floor area of 10,000 net sf. or greater	Y	N	N
B	Expansion of existing dairies	Y	Y	Y
B	Registered medical marijuana dispensaries	Y	C	C
I	Long term, extended and intermediate care facility	Y	Y	Y
I	Clinics, as defined in section 14-47	Y	Y	Y
I	Places of assembly	Y	Y	Y
I	Kindergarten, elementary, middle and secondary schools	Y	Y	Y
I	College, university, trade schools	Y	Y	Y
I	Municipal buildings and uses	Y	Y	Y
O	Lodging houses	Y	Y	Y
O	Day care facilities	Y	Y	Y
O	Accessory uses, as provided in section 14-404 ³	Y	Y	Y
O	Bed and breakfast, subject to the standards of article V (site plan), sections 14-522 and 14-523 notwithstanding. A bed and breakfast may include a meeting facility if for weddings, seminars, receptions, business	Y	Y	Y

Group ¹	Use	B-2 ²	B-2b	B-2c
	meetings and the like and if the facility is less than 4,000 net sf.			
O	Studios for artists and craftspeople, less than 4,000 net sf. per space	Y	Y	Y
W	Wind energy systems, as defined and allowed in Article X, Alternative Energy	Y	Y	Y
U	Utility substations, as defined in section 14-47, subject to the requirements of article V (site plan), sections 14-522 and 14-523 notwithstanding	Y	Y	Y
A	Drive-throughs associated with a permitted or conditional <u>a pharmacy or banking facility</u> use ⁴	C	NC	C
A	Auto service stations	C	N	N
A	Expansion of auto service stations in existence as of November 15, 1999	C	C	C
A	Car washes	C	C	C
A	<u>Automobile dealerships</u>	C	C	C
M	Printing and publishing establishments of 10,000 gross sf. or less	C	C	C
M	Expansion of existing printing and publishing establishments of greater than 10,000 gross sf. in existence since April 4, 1988	C	C	C
M	Wholesale distribution establishments of 10,000 gross sf. or less	C	C	C
M	Research and development and related production establishments of 10,000 gross sf. or less	C	C	C

¹ Uses within the same group lettering may be substituted without being considered a change of use under zoning, provided all dimensional and other requirements of this

section are met. Other reviews may be required under City regulations, including but not limited to building permit, subdivision and site plan reviews. However, no additional parking shall be required for changes within the same use group for a change in total floor area up to 10,000 sf, except for the provision of additional housing units.

Use Groups include the following:

R = Residential
B = Business
I = Institutional
O = Other
U = Utility
A = Auto related
M = Manufacturing/Processing/and other Industrial

2 Y-Permitted N-Not Permitted

C-Conditional use, see section 14-183 for specific standards in addition to the general conditional use standards

3 Expansion of accessory uses into space used by a permitted use shall not be considered a change of use

4 See conditional use standards for drive throughs. Drive throughs are not permitted for restaurant, bakery, or other food or beverage service uses.

(Ord. No. 293-88, 4-4-88; Ord. No. 39-96, § 2, 10-7-96; Ord. No. 125-97, § 6, 3-3-97; Ord. No. 164-97, § 2, 12-1-97; Ord. No. 25, 7-07-99: emergency enactment of 120-day moratorium, effective 7/07/99 thru 11/04/99; Ord. No. 94A, 11-01-99: emergency enactment of 44-day extension of moratorium enacted on 7-07-99, effective date 11/01/99 thru 12/15/99; Ord. No. 94-99, 11-15-99; Ord. No. 118-00, 11-20-00; Ord. No. 151-03/04, 02/23/04; Ord. No. 127-09/10, 1-4-10 emergency passage; Ord. No. 244-09/10, 6-21-10; Ord. No. 283-09/10, 7-19-10 emergency passage; Ord. 10 10/11, 8-2-10; Ord. No. 279-09/10, 6-6-11; Ord. No. 33-11/12, 1-18-12; Ord. No. 113-11/12, 2-22-12; Ord. No. 41-12/13, 9-5-12; Ord. No. 263-13/14, 6-16-14; Ord. 90-14/15, 11-17-2014; Ord. 100-15/16, 11-16-2015; Ord. 159-16/17, 3-20-2017)

Sec. 14-183. Conditional uses.

The following uses are permitted in the B-2, B-2b and B-2c zone, as provided in section 14-474 (conditional uses), if they meet the following requirements:

...

6. Drive-throughs: Notwithstanding section 14-474(a) of this article or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the reviewing authority and shall apply the following standards in addition to the provisions of section 14-474:

~~a. a. Location of Drive-throughs: Features, such as windows, vacuum cleaners and menu/order boards, stacking lanes, must be placed, where practicable, to the side and rear of the principal building except where such placement will be detrimental to an adjacent residential zone or use, and shall be located no nearer than forty (40) feet from any adjoining property located in a residential zone. This distance shall be measured from the outermost edge of the outside drive-through feature to such property line. In addition, drive-through features shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular circulation or creating hazards to vehicular circulation on adjoining streets.~~

Drive throughs are only permitting in buildings of 3 or more stories where a majority of the upper stories is devoted to 3 or more dwelling units. The drive through shall be screened as much as practical from the front of the building and shall be no closer than 40 feet from abutting residential zones and 25 feet from the street line. Adequate stacking capacity much be provided on site without impeding vehicular circulation or creating hazards to

pedestrian or vehicle circulation on or off site.

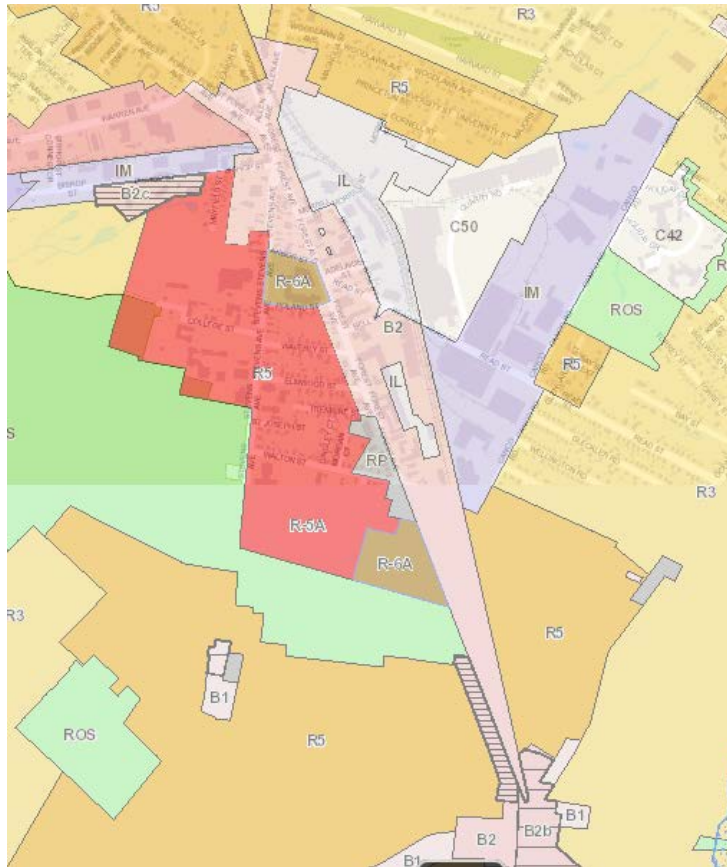
- b. Noise: Any speakers, intercom systems, or other audible means of communication shall not play prerecorded messages. Any speakers, intercom systems, audible signals, computer prompts, or other noises generated by the drive-through services or fixtures shall not exceed 55 dB or shall be undetectable above the ambient noise level as measured by a noise meter at the property line, whichever is greater.
- c. Lighting: Drive-through facilities shall be designed so that site and vehicular light sources shall not unreasonably spill over or be directed onto adjacent residential properties and shall otherwise conform to the lighting standards set forth in 14-526.
- d. Screening and Enclosure: Where automobiles may queue, waiting for drive-through services, their impacts must be substantially mitigated to protect adjacent residential properties from headlight glare, exhaust fumes, noise, etc. As deemed necessary by the reviewing authority, mitigation measures shall consist of installation of solid fencing with landscaping along any residential property line which is exposed to the drive-through or the enclosure of the drive-through fixtures and lanes so as to buffer abutting residential properties and to further contain all associated impacts; and
- e. Pedestrian access: Drive-through lanes shall be designed and placed to minimize crossing principal pedestrian access-ways or otherwise impeding pedestrian access.
- f. Hours of Operation: The Board, as part of its review, may take into consideration the impact hours of operation may have on adjoining uses.

Drive-Through Regulations for Portland's Business Zones				
Business Zones	Not Permitted	Permitted	Conditional Use	Regulatory Provisions
Neighborhood B-1	✓			
Community Business- B-2			✓	Drive-throughs associated with a permitted or conditional use - Conditional Use reviewed by Planning Board and zonespecific standards address, signs, circulation, location of drive-through features, noise, lighting, screening and enclosure, pedestrian access, and hours of operation. (see complete list of standards in report on pages 3 and 4)
B-2b	✓			
B-2c			✓	(same as B-2)
Airport Business	✓			
Downtown Business B-3, B-3b & B-3c	✓ Restaurants – no drive-through allowed			
			✓ Conditional use for banking facilities (only) by PB	Drive-up banking services, provided that drive-up features, such as automated teller machines and service windows, shall not extend nearer than twenty-five (25) feet to the street line. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular or pedestrian circulation or creating hazards to vehicular or pedestrian circulation on adjoining streets. Such uses shall also be in compliance with the applicable standards contained in the Downtown Urban Design Guidelines, a copy of which is on file in the department of planning and urban development. No other type of drive-up use shall be permitted.
Island Business	✓			
Commercial Corridor B-4		✓		Accessory uses, as provided in section 14-404; and

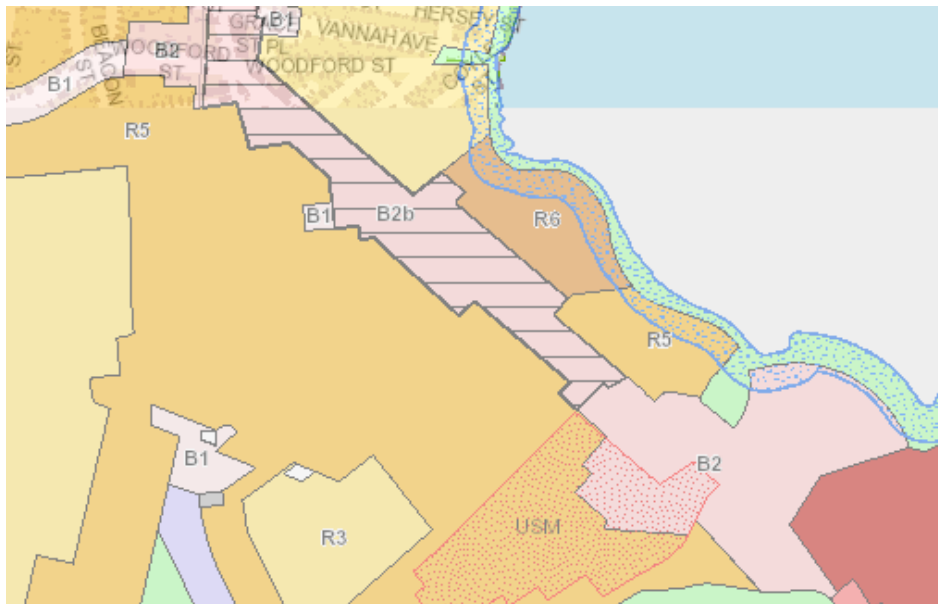
Urban Commercial Mixed Use- B-5	✓ Not permitted between Franklin and Forest	✓	✓ Banking Services	Accessory uses customarily incidental and subordinate to the location, function and operation of permitted uses, excluding in the B-5b all drive-up services for retail, banking, or automotive repair uses. In the B-5 zoning district between Forest Avenue and Franklin Street, all drive-up services for all retail or drive-up automotive repair uses are prohibited. In the B-5 zone between Forest Avenue and Franklin Street, surface parking lots shall be considered a conditional use subject to the conditional use section of the B-5 zone.
B-5b	✓			Excerpt - Accessory uses customarily incidental and subordinate to the location, function and operation of permitted uses, excluding in the B-5b all drive-up services for retail, banking, or automotive repair uses.
Eastern Waterfront Mixed B-6		✓ May allow as an accessory use	✓	Banking services, excluding vehicular drive-up services Drive-up banking facilities located in the interior of parking structures, subject to the following criteria: i. All drive-up features, such as automated teller machines and service windows, shall not extend nearer than twenty-five (25) feet to the street line; ii. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular or pedestrian circulation or creating hazards to vehicular or pedestrian circulation on adjoining streets; iii. Drive-up vehicle circulation shall not create an impediment for retail or mixed-use development for the first floor of the subject garages along any adjacent public streets.
ISFBC	✓			1 . Prohibited uses: Drive-through facilities;
Mixed Use- B-7	✓		✓	Banking services, excluding vehicular drive-up services (see also conditional use section, [c][3]; Accessory uses customarily incidental and subordinate to the location, function and operation of permitted uses. All drive-up services for all retail

				or drive-up repair facilities are prohibited except that bank drive-up services, where permitted, area conditional use. c. Drive-up banking provided that: i. The drive-up is accessory to a banking service occupying a minimum floor area of four thousand (4,000) square feet; and ii. The drive-up is attached to or included within a building with a minimum floor area of twenty thousand (20,000) square feet, except that for lots of less than 20,000 square feet and in existence as of March 9, 2005, a drive-up may be included in a building of less than 20,000 sq ft.; and iii. The drive-up facility is attached or included within a building and/or addition meeting the minimum height of four stores in the Bayside Height District A and three stories in the Bayside Height Districts B and C. For the purposes of this conditional use, the minimum height exceptions contained in Section 14-298 (h) 5, 7, and 8 shall not apply; and iv. The first floor of the building shall include banking or other retail storefront uses with storefront windows, entries, and interior public space oriented to and visible from the street, with front entry access facing the street and directly accessible from the public sidewalk; and v. All drive-up features, such as automated teller machines and service windows, shall not extend nearer than twenty-five (25) feet to the street right-of-way line; and vi. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular or pedestrian circulation or creating hazards to vehicular or pedestrian circulation on adjoining streets; and vii. Drive-up vehicle circulation shall not be located between the building and any adjacent public streets; and viii. The drive-up shall be limited to two vehicle drive-up lanes; and ix. The location of any drive-up shall be limited to the geographic area between Somerset/Kennebec Streets/ I-295/Franklin Street/Forest Avenue.
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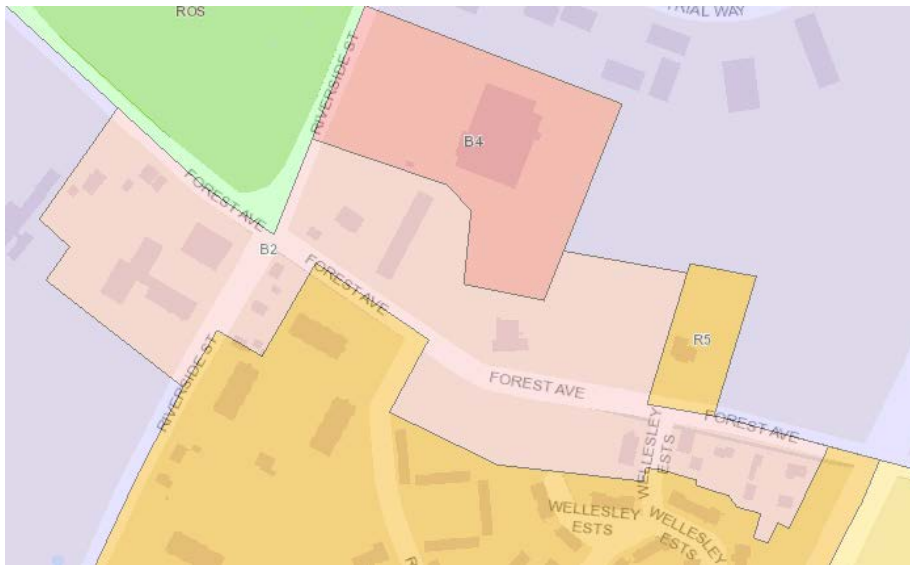
**Community Business B-2 Zones in Portland
Off- Peninsula Locations
Forest Avenue Corridor -Woodford to Morrill's Corner**



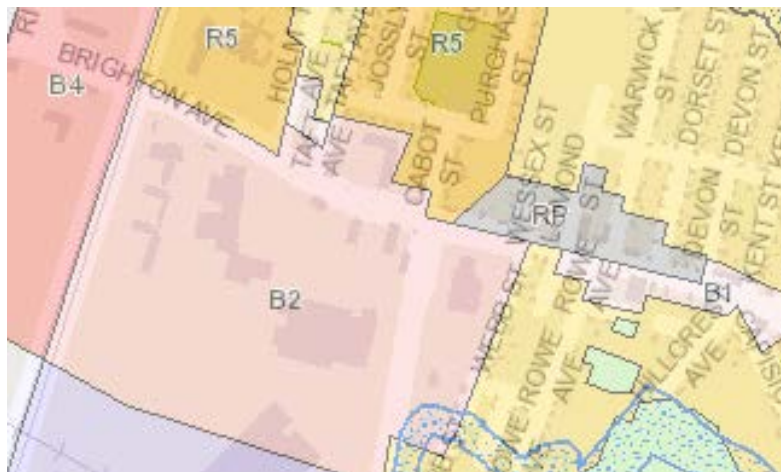
I-295 to Woodford



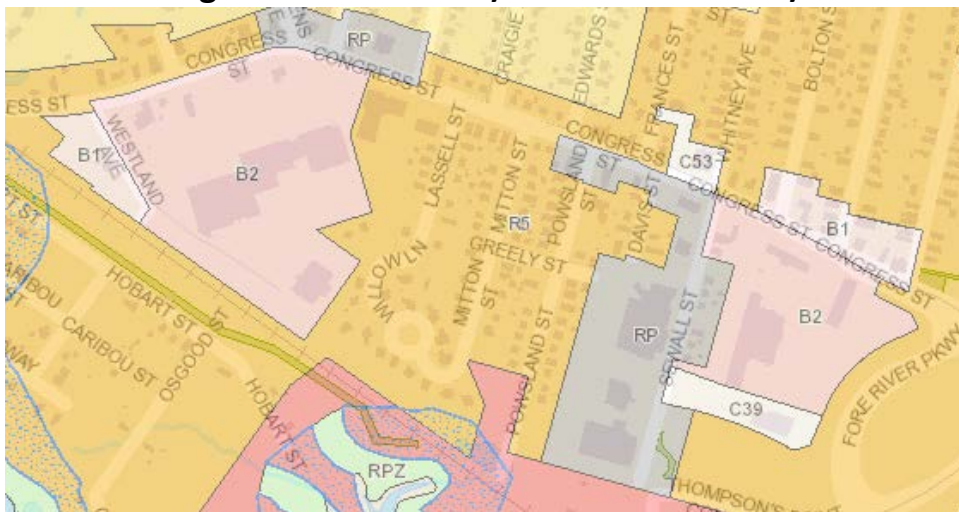
Outer Forest near Westbrook Line



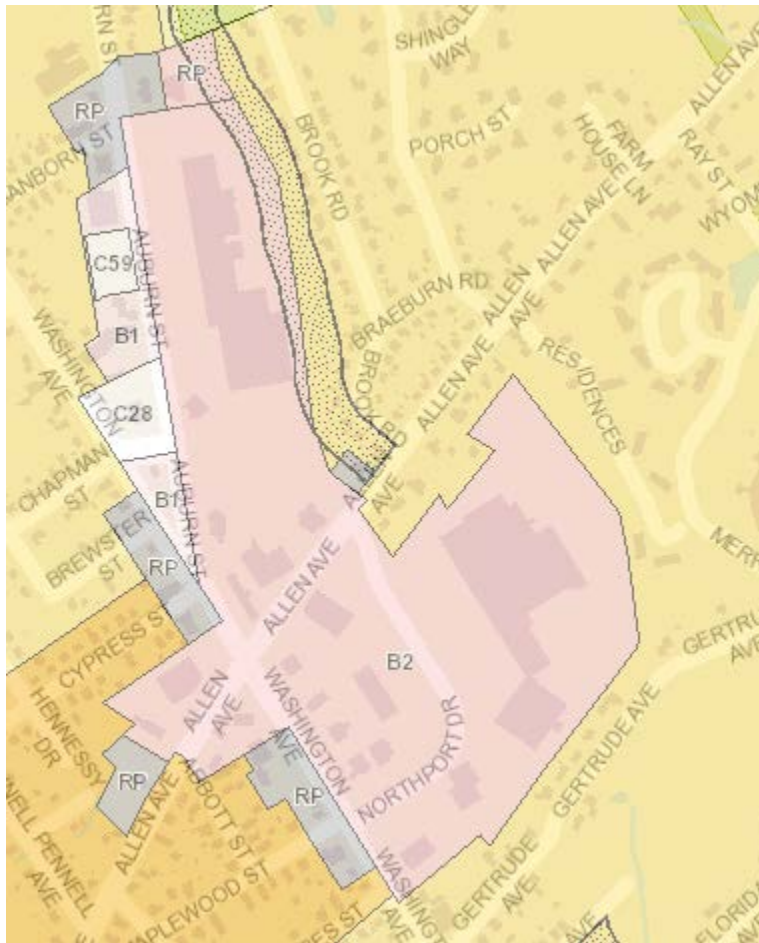
Brighton Avenue



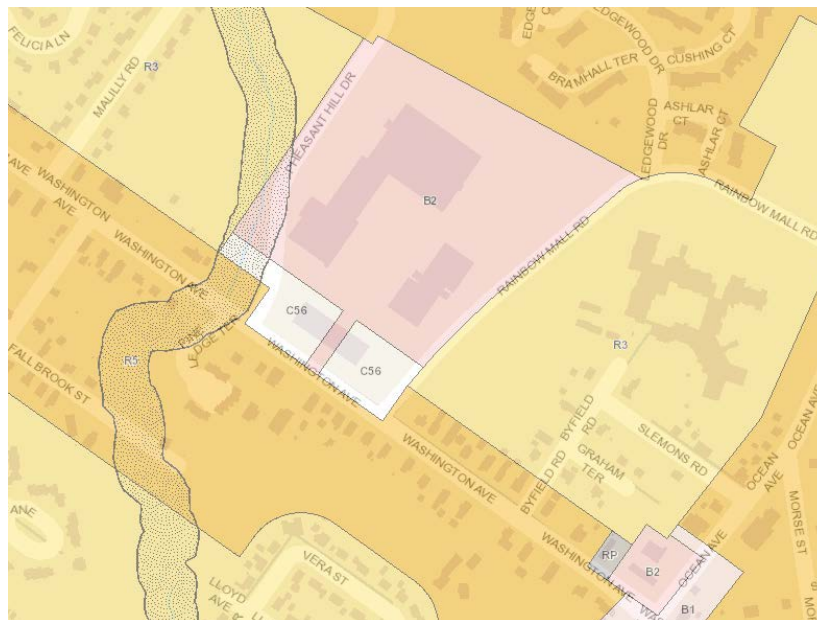
Off-Peninsula Congress Street Vicinity of Fore River Parkway and Stevens Avenue



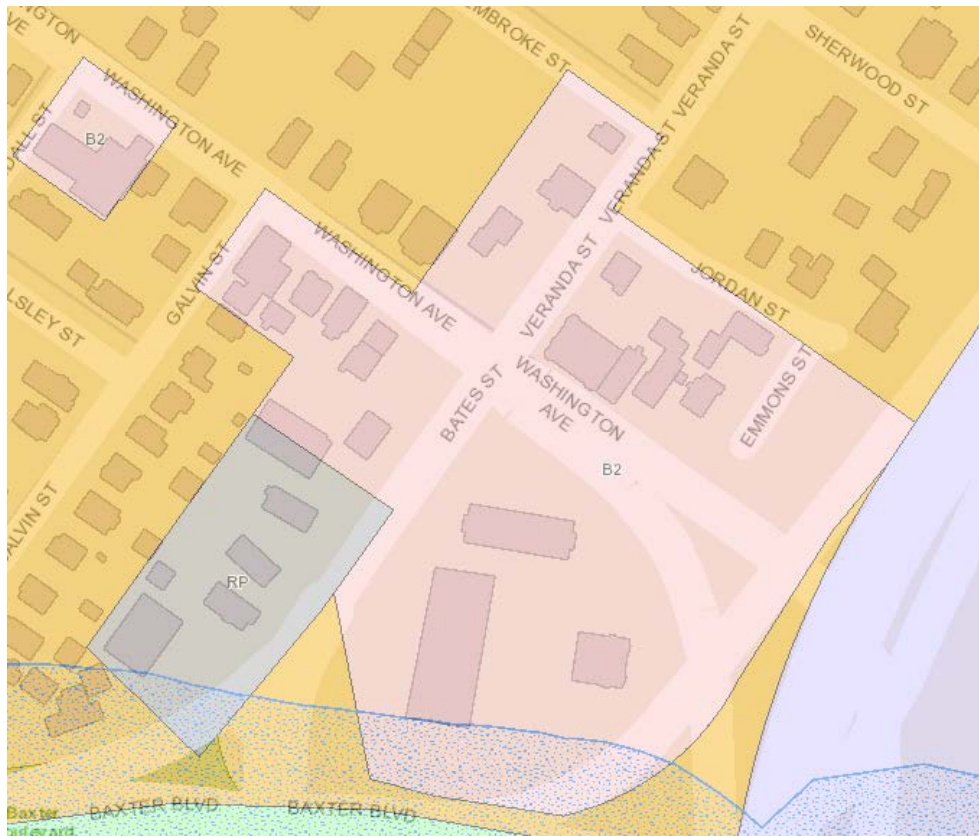
Washington Avenue Corridor - Washington, Allen Avenue, Northport and Northgate



Washington Ave at Rainbow Mall Road and Ocean Avenue

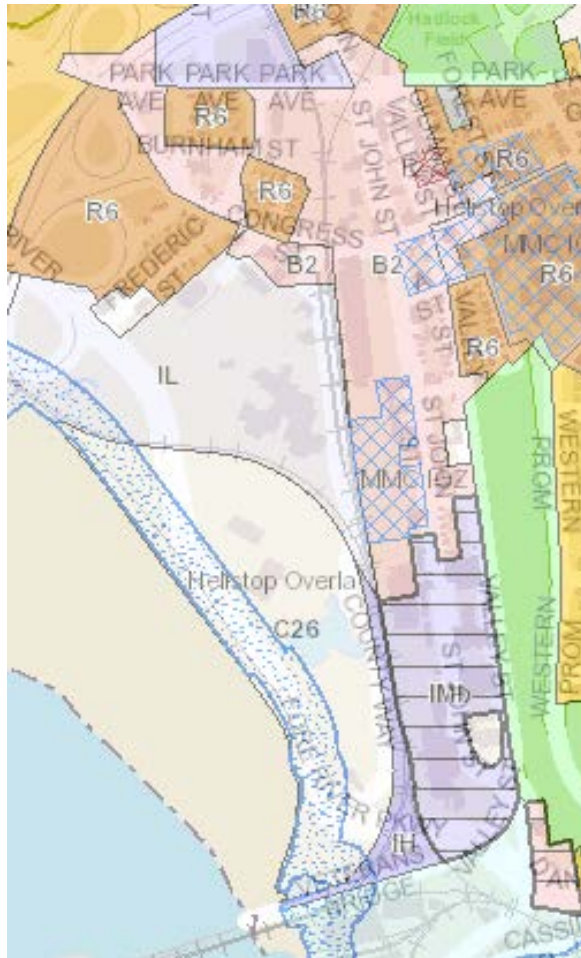


Washington Ave -Vicinity of Veranda Street

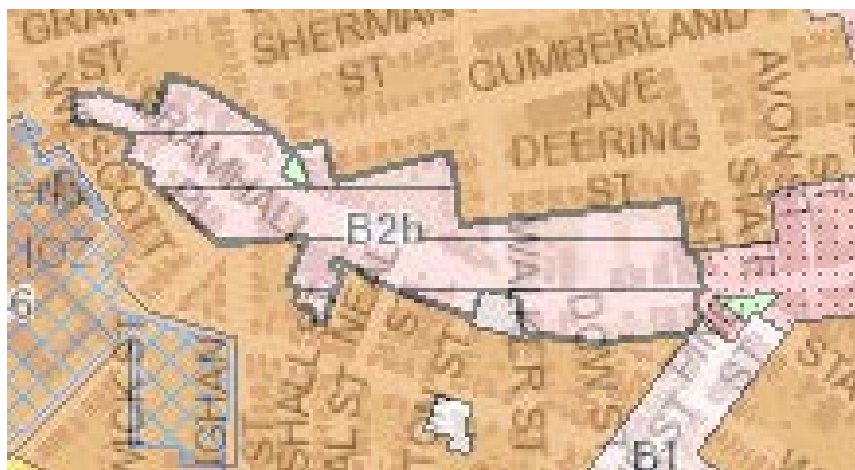


Community Business B-2 Zones in Portland Peninsula Locations

Libbytown - St. John , Congress and Park



Congress Street between Westcott and Park



Bayside – Forest, Park and Cumberland



Washington Avenue Corridor



MEMORANDUM
City Council Agenda Item

FROM: Katharine Cahoon

DATE: October 23, 2019

SUBJECT: **Order 59-19/20 Amendment To Portland City Code Chapter 10 Re: Life Safety Code 2018 Edition - Sponsored by Health and Human Services and Public Safety Committee, Councilor Belinda Ray, Chair**

SPONSOR: The Health and Human Services and Public Safety Committee met on October 19, 2018 and voted 3-0 in favor of recommending the proposed changes be adopted by the City Council.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes

PRESENTATION: Fire Chief Keith Gautreau will be presenting and Associate Corporation Counsel, Anne Torregrossa, will be available to answer questions.

I. SUMMARY

To make changes to Chapter 10, Fire Prevention and Protection, of the City Code.

II. AGENDA DESCRIPTION

The Health and Human Services and Public Safety Committee met on September 19, 2019, and voted 3-0 to forward this item to the City Council with a recommendation for passage.

This amendment updates Chapter 10 of the Portland City Code to adopt the 2018 Editions of the National Fire Protection Association 101, Life Safety Code and National Fire Protection Association 1, Fire Code.

This item must be read on two separate days. It was given a first reading on October 7, 2019. At the October 21, 2019, City Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

See attached memorandum.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To adopt the proposed changes to Chapter 10.

V. FINANCIAL IMPACT

None anticipated, with the possible exception of a slight increase in reinspection and licensing fee revenue.

VI. STAFF ANALYSIS AND BACKGROUND

See attached memorandum.

VII. RECOMMENDATION

To adopt the changes as recommended by the Health and Human Services and Public Safety Committee and

City staff.

VIII. LIST ATTACHMENTS

1. Life Safety Code 2018 Edition Amendment 10.7.2019
2. 2019-09-20 Memo re Ch. 10 changes

Prepared by:

Katharine Cahoon

Date: 10/23/2019

Order 59-19/20

Motion to postpone to November 4, 2019: 8-0 (Ali absent) on 10/21/2019

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)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 10
RE: LIFE SAFETY CODE 2018 EDITION**

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

1. *That Chapter 10 is hereby amended to read as follows:*

Chapter 10 FIRE PREVENTION AND PROTECTION*

ARTICLE I. LIFE SAFETY CODE

**Sec. 10-1. Adoption of National Fire Protection Association 101:
Life Safety Code.**

There is hereby adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, a code known as the National Fire Protection Association (NFPA) 101: Life Safety Code (hereinafter referred to as the "Life Safety Code") recommended by the National Fire Protection Association, being particularly the 2018~~2009~~ edition thereof and the whole thereof, except for such portions as are added, deleted, modified or amended by section 10-3, of which code not less than one (1) copy has been and now is filed in the office of the city clerk and the same is hereby adopted and incorporated as fully as if set out at length herein, and shall be controlling within the limits of the city.

...

Sec. 10-3. Amendments.

The NFPA 101: Life Safety Code adopted by section 10-1 is added to, amended, modified and deleted in the following respects:

(a) The following provisions shall be added to the Life Safety Code as un-numbered sections, and shall modify or replace any provisions of the Life Safety Code to the contrary:

(1) In addition to the circumstances under which a fire watch may otherwise be required or allowed by the Life Safety Code, in the case of structures posing significant life safety risks that might result in the displacement of person(s), a fire watch, with specifications and criteria to be set by the authority having jurisdiction, may be required if said watch is approved by the authority having jurisdiction, in consultation with the City Manager and Corporation Counsel.

(2) Where the Life Safety Code requires that a sprinkler system be installed, but permits a partial sprinkler system, a full sprinkler system shall be required such that the building is protected throughout as required by the applicable standard.

(3) Notwithstanding any provisions to the contrary, Carbon Monoxide (CO) alarms and/or detection shall be subject to the following requirements:

a. The following shall be protected throughout with CO alarms and/or detectors:

i. Existing residential occupancies; and

ii. All new occupancies, other than industrial occupancies and storage occupancies.

b. CO alarms and/or detection shall be installed in accordance with NFPA 720, *Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment*, 2015 edition, except that:

i. All new construction must have CO alarms and/or detectors hardwired;

ii. All new CO alarm and/or detector installations, with the exception of new installations in one- or two-family dwellings, must be hardwired; and

iii. The authority having jurisdiction may approve new, alternative CO alarm and/or detector

technology as it becomes available, so long as it provides the same amount of protection as required by this Article.

(4) New decks or balconies with access from a common space shall be subject to the following requirements:

a. They shall be reviewed as a new assembly occupancy; and

b. An alarm notification device shall be installed at the balcony or deck level for occupant notification. The device shall operate upon activation of the fire suppression and/or detection system(s) inside the building.

(5) Notwithstanding any provisions to the contrary, smoke alarms and/or detection shall be subject to the following additional requirements:

a. All smoke alarms and/or detection in new construction or major renovations shall be hardwired with battery backup, shall be interconnected, and shall use photoelectric technology.

b. All smoke alarms and/or detection in new installations, except in existing one- and two-family dwellings shall be hardwired with battery backup and shall use photoelectric technology.

c. All smoke alarms and/or detection in new installations in existing one- and two-family dwellings shall either meet the requirements for new installations above, or shall be 10-year sealed lithium battery alarms using photoelectric technology.

d. The authority having jurisdiction may approve new, alternative smoke alarm and/or detection technology as it becomes available, so long as it provides the same amount of protection as required by this Article.

(6) Wherever the requirements governing stairs in the Life Safety Code conflict with the Maine Uniform Building and Energy Code adopted pursuant to 10 M.R.S. § 1103 (MUBEC),

the provisions in MUBEC shall control.

(b) Inspections. The authority having jurisdiction, upon proper identification, shall have the right to enter at any and all reasonable times for the purpose of inspecting in order to determine compliance with the provision of this Life Safety Code into or upon any premises subject to this article. It shall be a violation of this article for any person either to interfere with or to prevent such inspection.

(ca) Section 3.3.3732.8 shall be amended to read as follows:

Historic Building: A building designated a Landmark or Contributing Building within a local or National Register historic district, pursuant to Chapter 14, Article IX of the Portland City Code.

~~(b) Section 3.3.97 shall be amended to include the following:~~

~~"In the case of structures posing significant life safety risks that may result in the displacement of person(s), a fire watch not to exceed seven days, with specifications and criteria to be set by the authority having jurisdiction, may be instituted if said watch is approved by the authority having jurisdiction, the City Manager, Corporation Counsel, and the Director of Permitting and Inspections."~~

(d) Section 7.2.2.5.5 shall be amended to add the following language:

Exit stair path marking shall also be installed for all new high-rise buildings in accordance with 7.2.2.5.5.1 through 7.2.2.5.5.11.

(ee) Section 9.7.1.1 shall be amended to add the following language-:

The authority having jurisdiction shall have power to amend-modify the water supply requirements of sections 9.7.1.1(1), 9.7.1.1(2), or 9.7.1.1(3) this section for individual installations where meeting such requirements are impractical, financial reasons not being a consideration, and provided such requirements shall not be less stringent then-than the minimum water supply requirements for sprinkler systems in the State of

Maine.

~~(ed) Sections—Subsections 12.3.5.3(3) and (4) shall be deleted.; and~~

~~(f) Sections—Subsections 13.3.5.3(1) and (2) shall be ; deleted.~~

~~(e) Unvented fuel-fired heaters shall not be used in a bedroom or bathroom or in a manufactured home.~~

~~(f) Section 43.6.4.1; delete only the automatic sprinkler requirement for one and two family⁷ dwelling units undergoing renovations.~~

~~(g) Section 39.3.4.4. Fire department notification shall be accomplished in accordance with section 9.6.4.~~

~~(h) Stair risers, guards, treads, and tread nosing. The maximum height of risers as prescribed in Chapter 24, Section 24.2.5 is modified to permit a maximum 7 ³/₄" riser for newly constructed stairs in one and two family dwellings only. The minimum height of guards as prescribed in Chapter 24, Section 24.2.5 is modified to permit a minimum guard height of 36" for newly constructed stairs in one and two family dwellings only. The minimum tread depth as prescribed in Chapter 24, Section 24.2.5 shall be amended to permit a 10" tread depth for newly constructed stairs in one and two family dwellings only. Tread nosing as prescribed in Chapter 7, Section 7.2.2.3.5 is modified to permit a nosing at least ³/₄" but not more than 1 ¹/₄" in depth for newly constructed one and two family dwellings.~~

~~New smoke alarm installations must use photoelectric technology.~~

~~Further, in new single or multiple-station smoke alarm installations in buildings subject to NFPA 101, Chapter 31, the primary power source must be the building's electrical service and the smoke alarms must be provided with a secondary (standby) power source. Therefore, the following sections shall be deleted:~~

~~Section 31.3.4.5.2~~

~~—— Section 31.3.4.5.4~~

~~(j) Section 7.2.2.5.5 is amended as follows:~~

~~7.2.2.5.5 Exit Stair Path Markings. Exit stair path marking shall be installed for all new high-rise buildings in accordance with 7.2.2.5.5.1 through 7.2.2.5.5.11.~~

~~(k) Annex B, Elevators for Occupant-Controlled Evacuation Prior to Phase I Emergency Recall Operations, is hereby incorporated by reference.~~

~~(l) All residential occupancies, and all new multiple occupancies containing parking structures shall be protected in accordance with NFPA 720, Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment, 2009 edition.~~

~~(m) The provisions of the Life Safety Code shall apply to all rental units as that phrase is defined in Portland City Code Chapter 6, §6-151.~~

~~(n) Inspections. The authority having jurisdiction, upon proper identification, shall have the right to enter at any and all reasonable times for the purpose of inspecting in order to determine compliance with the provision of this Life Safety Code into or upon any of the following premises: any rental unit subject to registration under section 6-151; any premises subject to this article, with the exception of premises subject to Chapter 24 of NFPA 101; any premises when any governmental agency having jurisdiction over a particular premises should request it to do so; or any premises in response to a complaint regarding conditions governed by this Chapter. It shall be a violation of this article for any person either to interfere with or to prevent such inspection.~~

~~(o) Appeals. Appeals shall be governed by Chapter 10, Article III, Enforcement and Appeals, §10-23 of the Portland City Code.~~

~~(p) All new buildings shall comply with the authority having jurisdiction's Standards for Building, Stair, Floor, Suite and Room designation system.~~

~~(q) Existing buildings shall comply with the authority having jurisdiction's Standards for Building, Stair,~~

~~Floor, Suite and Room designation system where practicable as determined by the authority having jurisdiction.~~

- ~~(r) Section 4.6.4.3. Rehabilitation projects in buildings or structures shall not be considered historic buildings under the provisions of this Code by this fact alone. The provisions of section 43.10 shall apply to buildings or structures designated or eligible for designation or located within a historic district if deemed necessary by the Department of Planning and Urban Development or as required by Article IX of the Portland City Code or to comply with the Secretary of the Interior Standards for Historic Preservation under federal or state review requirements.~~

Sec. 10-4. Reserved. ~~Special Hazard Dwelling Units.~~

~~— (a) The following shall be located on-site in special hazard dwelling unit(s) in a fire resistant container and in a location fully accessible by the authority having jurisdiction at all times:~~

~~(1) A detailed floor plan depicting the existing conditions of the building and, if available, a full set of building blueprints; and~~

~~(2) Sufficient master keys to the building, as determined by the authority having jurisdiction; and~~

~~(3) A list of special hazards within the building; and~~

~~(4) Emergency contact information and location of any occupants requiring special assistance in the event of an emergency; and~~

~~(5) Plans for new special hazard structures shall be filed with the authority having jurisdiction in an approved electronic format.~~

~~(6) An approved sign shall be provided in a location approved by the authority having jurisdiction indicating the current building owner, property management company, or condominium association responsible for the building; and legal mailing address and phone number of said entity.~~

~~(b) Low proximity signage, identifying the number of each dwelling unit by number or letter or both, shall be installed on~~

~~each access door as follows: The bottom of the sign shall be at least six (6) inches but not more than eight (8) inches above the floor. Letters and numerals shall be retro reflective, three (3) inches high and comply with 7.10.8.2 of the Life Safety Code.~~

...

ARTICLE II. FIRE CODE

Sec. 10-16. Adoption of National Fire Protection Association 1: Fire Code.

There is hereby adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that a certain code known as the National Fire Protection Association (NFPA) 1: Fire Code (hereinafter referred to as the Fire Code) recommended by the National Fire Protection Association, being particularly the ~~2009-2018~~ edition thereof and the whole thereof, and except for such portions as are added to, deleted, modified or amended by section 10-18, of which code not less than one (1) copy has been and now is filed in the office of the city clerk and the same is hereby adopted and incorporated as fully as if set out at length herein, and shall be controlling within the limits of the city.

...

Sec. 10-18. Amendments.

The Fire Prevention Code adopted by section 10-16 is amended, modified and deleted in the following respects:

(a) The following provisions shall be added to the Fire Code as unnumbered sections, and shall amend any provisions of the Fire Code to the contrary:

(1) "In addition to the circumstances under which a fire watch may otherwise be required or allowed by the Fire Code, in the case of structures posing significant life safety risks that may result in the displacement of person(s) a fire watch, with specifications and criteria to be set forth by the authority having jurisdiction, may be instituted if said watch is approved by the authority having jurisdiction in consultation with the City Manager and Corporation Counsel."

(2) All structures with a fire alarm system or fire suppression system shall be provided with a Knox

box(es). The number, make and model and location of the box(es) shall be determined and approved by the authority having jurisdiction. All keys required to operate the life safety signaling or fire suppression systems, and building keys, shall be placed within this box.

(b) The following shall be added to section 1.7.7.1:

It shall be a violation of this article for any person either to interfere with or to prevent such inspection.

(ca) Section 1.10 (Board of Appeals) ~~shall be~~ deleted.

~~(b) In addition to the requirements of 18.2.3.4, fire department access roads shall comply with the standards set forth in the City of Portland's Technical and Design Standards and Guidelines, Chapter IV (Public Safety Standards).~~

(de) Section 1.12.27 is ~~amended to read~~deleted and replaced as follows:

"All applications for a permit required by the Fire and Life Safety codes shall be filed electronically ~~with-in the manner, and in such form and detail, as~~ the authority having jurisdiction ~~in such form and detail as it~~ shall prescribe. Applications for permits shall be accompanied by ~~such~~ plans and other documentation in an approved electronic format, as required by the authority having jurisdiction. ~~In addition to the foregoing, the following must be submitted to the authority having jurisdiction prior to the issuance of the permit: state license and proof of insurance for blasting permits or fireworks permits; and documentation of code-specific fire inspection for any required permit.~~

(e) The introductory sentence to 1.12.8 is deleted and replaced as follows:

"In addition to the permits required by the Life Safety Code, the authority having jurisdiction shall have the authority to issue permits for any of the activities identified in Tables 1.12.7(a), (b), (c) and (d) and the operations listed below.

Permits for the following operations and materials, as described in Tables 1.12.7(a), (b), (c) and (d) shall be

required and shall have the following fees:

Permit <u>Operations and Materials</u>	Fire Prevention Code Section	Permit Fee
Application for <u>Spraying or dipping of f</u> Flammable <u>f</u> Finishes	1.12.7	\$174.00 (A <u>D</u>)
<u>Aircraft fuel servicing</u>		<u>See Motor fuel dispensing and refueling</u>
<u>Aircraft refueling vehicles</u>		<u>See Motor fuel dispensing and refueling</u>
<u>Automotive fuel servicing</u>		<u>See Motor fuel dispensing and refueling</u>
<u>Carnivals and fairs</u>		<u>\$141.00 (A)</u>
<u>Commercial rubbish-handling operation (formerly Bulk Waste Storage)</u>	1.12.7	\$174.00 (A <u>D</u>)
Certificate of Fitness for Fire Alarm Service and Installation Company	1.12.7	\$250.00 each
Cutting and <u>w</u> Welding operations (Permanent Facilities)	1.12.7	\$65.00 (D)
Dry c -Cleaning Plants	1.12.7	\$65.00 (A <u>D</u>)
Fire Alarm Inspections Sticker	1.12.7	\$25.00 each

Fireworks Display fireworks (also Flame effects and Pyrotechnics before a proximate audience)	1.12.7	\$141.00 (B) , (C) , (D) **
Flame effects		See Display fireworks
Flammable and combustible liquids, (other than motor fuel dispensing)	1.12.7	\$174.00* (A)
Tier I H azardous materials	1.12.7	\$65.00 (A) , (E)
Tier II h azardous Materials	1.12.7	\$263.00 (A) , (F)
Hot work -(Temporary)	1.12.7	\$ 174.00 25.00 (B)
Liquified Petroleum Gasses		\$174.00 (A)
Marine craft fuel servicing		See Motor fuel dispensing and refueling
Marijuana growing, processing, or extraction facilities		TBD (G)
Motor f Fuel d Dispensing and r Refueling (also Aircraft fuel servicing and vehicles; Automotive fuel servicing; and Marine craft fuel servicing)	1.12.7	\$174.00 (A)
Pyrotechnics before a proximate audience		See Display fireworks

<u>Operations and Materials</u>	<u>Permit Required</u>	<u>Cross Reference Section Number</u>	<u>Permit Fee</u>
<u>Blasting operations</u> <u>1) > 50 cu. yds.</u> <u>2) Utility trench</u> <u>3) 50-300 cu. yds.</u> <u>4) 300+ cu. yds.</u>	<u>For blasting operations.</u>		<u>1) \$50 (B), (D)</u> <u>2) \$50 (B), (D)</u> <u>3) \$100 (B), (D)</u> <u>4) \$500 (B), (D)</u>
<u>Certificate of Fitness for Fire Alarm Service and Installation Company</u>	<u>To engage in the business of fire alarm service and installation</u>	<u>1.13.1(3)</u>	<u>\$250.00 each</u>

Special Type Dispensing Systems, other than Flammable or Combustible Liquids	1.12.7	\$174.00 (A) (D)
Repair Garages and Service Stations	1.12.7	\$174.00 (A)
<u>Lumber Yards and woodworking plants (formerly Woodworking and Lumber Storage Plants)</u>	1.12.7	\$174 109.00 (D)

(f) Table 1.12.7(a) shall be amended to add the following:

<u>Certificate of fitness for special hazards systems</u>	<u>To engage in the business of special hazards system service and installation</u>	<u>1.13.1(3)</u>	<u>\$250 each</u>
<u>Certificate of fitness for marijuana growing, processing or extraction facilities</u>	<u>TBD</u>	<u>1.13.1(3)</u>	<u>TBD (G)</u>
<u>Fire Alarm Inspections Sticker</u>	<u>Acquisition and application of fire alarm inspection stickers</u>	<u>1.12.7</u>	<u>\$25.00 each</u>
<u>Special Type Dispensing Systems, other than Flammable or Combustible Liquids</u>		<u>Private and Special Laws of 1917, Chapter 160</u>	<u>\$174.00 (A)</u>

(A) Application and license issued through Permitting and Inspections Department after Fire Department review.

(B) Application and license issued directly through the Fire Department.

(C) Equal to fee charged by state.

(D) State license and proof of insurance required.

(E) For quantities of hazardous materials at or above the levels specified in Table 1.12.8, but below the levels required to be reported to the State of Maine.

(F) For quantities of hazardous materials at or above the levels required to be reported to the State of Maine.

(G) No permits may be issued until the City Council adopts licensing for marijuana uses.

~~License from Permitting and Inspections Department required, see: Private and Special Laws of 1917, Chapter 160.~~

~~Imposed by state statutes.~~

~~Building permit required.~~

~~Application and license issued through Permitting and Inspections Department after Fire Department review.~~

~~**Equal to fee charged by state~~

~~(d) Section 3.3.114 shall be amended to include the following:~~

~~— "In the case of structures posing significant life safety risks that may result in the displacement of person(s) a fire watch, not to exceed seven (7) days, with specifications and criteria to be set forth by the authority having jurisdiction, may be instituted if said watch is approved by the authority having jurisdiction, the City Manager, Corporation Counsel, and the Director of Permitting and Inspections."~~

(g) Section 13.3.1.2 is amended to add the following:

The authority having jurisdiction shall have power to modify the water supply requirements of this section for individual installations where meeting such requirements are impractical, financial reasons not being a consideration, provided such amended requirements shall not be less stringent than the minimum water supply requirements for sprinkler systems in the State of Maine."

(h) Subsections 13.3.2.5.3(3) and (4) shall be deleted.

(i) Section 13.3.2.6.3, shall be deleted.

(j) In addition to the requirements of 18.2.3, fire department access roads shall comply with the standards set forth

in the City of Portland's Technical and Design Standards and Guidelines, Chapter IV (Public Safety Standards).

(k) In addition to the requirements of Section 18.3, fire hydrants shall comply with the standards set forth in the City of Portland's Technical and Design Standards and Guidelines, Chapter IV (Public Safety Standards).

(l) Section 33.1.1 shall be deleted and replaced with the following:

Storage of more than 100 tires outside shall be in accordance with Chapter 33.

(m) The title of Section 33.2.1 shall be deleted and replaced with the following:

Outside Tire Storage Sites and Piles.

(n) Section 33.2.1.1 shall be deleted and replaced with the following:

Individual outside tire storage piles containing more than 100 tires shall be limited in base area to 2,500 ft³ (232 m²).

(o) Section 33.2.1.2 shall be deleted and replaced with the following:

The dimension of tire storage piles shall not exceed 10 ft (3 m) in height, 30 ft (9 m) in width, and 30 ft (9 m) in length.

(p) Section 33.2.2 shall be deleted.

(q) Section 33.2.2.1 shall be deleted.

(r) Section 33.2.2.2 shall be deleted.

(s) Section 33.2.2.3 shall be deleted.

(t) Section 33.2.2.4 shall be deleted.

(u) Annex E, Fire Fighter Safety Building Marking System is adopted.

~~(e) Unvented fuel-fired heaters shall not be installed~~

~~and/or used in buildings other than one-family occupancies. Therefore, the following sections shall be deleted:~~

- ~~Section 20.2.3.5~~
- ~~Section 20.2.4.5~~
- ~~Section 20.3.2.1~~
- ~~Section 20.8.2.6~~
- ~~Section 20.9.2.2~~
- ~~Section 20.10.2~~
- ~~Section 20.11.2~~

~~(f) Sections 13.3.2.5.3(3) and (4) and 13.3.2.6.3, shall be deleted.~~

~~(g) Section 13.3.1.2.1 is amended to add the following:~~

~~"The authority having jurisdiction shall have power to amend the water supply requirements of section 13.3.1.2 for individual installations where meeting such requirements are impractical, financial reasons not being a consideration, provided such amended requirements shall not be less stringent than the minimum water supply requirements for sprinkler systems in the State of Maine."~~

~~(h) All structures with a life safety signaling system or fire suppression system shall be provided with a Knox box(s). The number, make and model and location of the box(s) shall be determined and approved by the authority having jurisdiction. All keys required to operate the life safety signaling or fire suppression systems, and building keys, shall be placed within this box.~~

~~(i) Section 33 is amended as follows:~~

~~(1) 33.1.1 Storage of more than 100 tires outside shall be in accordance with Chapter 33.~~

~~(2) 33.2.1 Outside Tire Storage Sites and Piles.~~

~~(3) 33.2.1.1 Individual outside tire storage piles containing more than 100 tires shall be limited in base area to 2,500 ft³ (232 m²).~~

~~(4) 33.2.1.2 The dimension of tire storage piles shall not exceed 10 ft (3 m) in height, 30 ft (9 m) in~~

~~width, and 30 ft (9 m) in length.~~

~~(5) Section 33.2.2; delete.~~

~~(6) Section 33.2.2.1; delete.~~

~~(7) Section 33.2.2.2; delete.~~

~~(8) Section 33.2.2.3; delete.~~

~~(9) Section 33.2.2.4; delete.~~

~~(j) The following Annexes are incorporated by reference herein:~~

~~(1) Annex I Fire Hydrant Locations and distribution, in addition to the requirements of Annex I, fire hydrants shall comply with the standards set forth in the City of Portland's Technical and Design Standards and Guidelines, Chapter IV (Public Safety Standards); and~~

~~(2) Annex Q Fire Fighter Safety Building Marking System.~~

Sec. 10-19. Storage of explosives and blasting agents prohibited.

Notwithstanding any provisions to the contrary in the Fire Code, ~~t~~The storage of explosives and blasting agents is hereby prohibited on the mainland.

Fireworks to be used in a City of Portland sponsored event may be stored within the City of Portland for up to forty-eight (48) hours with a permit from the authority having jurisdiction.

...

Sec. 10-21.5. Hazardous materials.

(a) Where a Tier II hazardous materials permit~~reporting~~ is required the following shall also be required in locations approved by the authority having jurisdiction:

- (1) Hazardous Materials Management Cabinet: The cabinet shall be designed for exterior installation and shall contain the Hazardous Materials Management Plan, Hazardous Materials Inventory Statement, Materials Safety Data Sheet and current valid permit. The cabinet

shall also be red and have 2" white reflective letters on the face stating "Hazardous Materials Management Plan"; and

- (2) IN addition to the requirements contained elsewhere in this Article, a Knox Box shall contain all the keys necessary for the Hazardous Materials Management Cabinet; and Knox box: The make, number and model of which shall be approved by the authority having jurisdiction and shall contain all the keys necessary for the building, the fire suppression and alarm systems and the Hazardous Materials Management Cabinet; and
- (3) Hazard Identification Signs: These signs shall be installed in accordance with NFPA 704, *Standard System for the Identification of the Hazards of Materials for Emergency Response*, 2007 edition, and be on each side of a structure fronting on a right-of-way.

ARTICLE III. ENFORCEMENT AND APPEALS.

Sec. 10-22. Rules and regulations.

The authority having jurisdiction may promulgate all reasonable rules and regulations to carry out the purposes and provisions of this Chapter~~the Life Safety and/or Fire Codes~~. Such rules and regulations shall be in writing and shall take effect no less than thirty (30) days following the date of issuance.

Sec. 10-22.1. Modifications.

The authority having jurisdiction shall have power to recommend modification of any of the provisions this Chapter, including codes adopted under this Chapter, of the Fire Code and/or the Life Safety Code upon application in writing by the owner or lessee, or his or her duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such recommended modification shall be entered upon the records of the department and a copy signed by the chief of the fire department shall be furnished to the applicant. Such modification shall become effective thirty (30) days from and after the date of the recommendation.

Sec. 10-23. Appeal.

Whenever the authority having jurisdiction shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions this Chapter, including codes adopted under this Chapter, of the Fire Code and/or the Life Safety Code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the authority having jurisdiction to the Board of Appeals within thirty (30)ten (10) business days from the decision of the authority having jurisdiction. The Board of Appeals may reverse the decision of the authority having jurisdiction and permit exceptions to or variances from the specific provisions of the Fire Code and/or the Life Safety Code in cases where the enforcement of the provisions of the code would result in undue hardship, subject always to the rule that the Board of Appeals shall give due consideration to the purposes of the code in promoting public health, safety and welfare.

Where the authority having jurisdiction determines that a violation of this Chapter poses an immediate threat to health and safety, an appeal pursuant to this section shall not stay the obligation to correct that violation.

...

Sec. 10-25.2. Notice of condemnation and posting; order to vacate.

The authority having jurisdiction shall give notice in writing to the property owner, operator, tenant-in-charge or property management company of such condemnation and posting, and in the event such property is occupied, it shall give like notice to the occupant, which shall also include a reasonable time limit within which such property shall be vacated.

...

Sec. 10-25.5. Property to be secured if not improved.

If the owner, operator, tenant-in-charge or property management company of any property which has been condemned does not proceed to make the necessary corrections to bring the property into compliance with the provisions of this Chapter, such owner or operator shall proceed to make the property safe and secure so that no danger to life or property or fire hazard shall exist.

If the owner or operator fails to do so within a reasonable amount of time, the City may take all reasonable steps to make the property safe and secure and recoup the costs from the owner or

operator, along with a \$500 administrative fee.
(Ord. No. 25-10/11, 8-16-10)

...

Sec. 10-25.7. Responsibility hereunder may not be transferred.

No contract or agreement between owner and/or operator and occupant relating to compliance with the terms of this Chapter ~~Chapter Ten (10)~~ shall be effective in relieving any person of responsibility for compliance with the provisions of this Chapter ~~Ten (10)~~ as set forth herein.

...

Sec. 10-25.9. Reinspection.

Following the issuance of a notice of violation and an order to correct violations, the authority having jurisdiction will reinspect once for no fee in order to determine whether the violations have been corrected in compliance with this chapter. If the violations have not been corrected in compliance with this chapter, the violator shall be assessed a fee of one hundred and fifty dollars (\$150.00) for the first reinspection; three hundred dollars (\$300) for the second reinspection; and five hundred dollars (\$500) for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property and the assessment and lien shall be collected and enforced pursuant to Section ~~§~~1-16.

Sec. 10-25.~~10~~91. Conflicts.

In the event of a conflict between the provisions of the Life Safety Code, ~~and/or~~ the Fire Code, and/or this Chapter and any other provisions of any other code including, but not limited to, the City Code of Ordinances, the more restrictive code provisions shall apply.

ARTICLE IV. HYDRANTS

...

~~Sec. 10-30. Enforcement.~~

~~This article may be enforced in any manner provided in section 10-25, including without limitation, the provision for emergency entrance onto any property.~~

~~Sec. 10-31. Rules and regulations.~~

~~The fire chief may promulgate all reasonable rules and~~

~~regulations to carry out the purposes and provisions hereof. Such rules and regulations shall be in writing and shall take effect no less than thirty (30) days following the date of issuance.~~

...

ARTICLE V. RESERVED.

...

ARTICLE VI. FIRE SUPPRESSION SYSTEMS.

Sec. 10-67. Supervision.

Where another section of this chapter requires a fire suppression system to be *supervised*, it shall be monitored by an approved ~~private central supervising~~ station for supervisory, trouble, and alarm signals.

Where a fire suppression system is installed in a building having a fire alarm system, it shall be supervised by the fire alarm system.

...

ARTICLE VII. OPEN BURNING

...

Sec. 10-95. Outdoor fireplaces.

(a) No permit shall be required to burn in a fixed outdoor fireplace that has been installed and is operated in accordance with this Chapter, all rules and regulations promulgated pursuant to this Chapter, and National Fire Protection Association 211 (~~2016~~2010); Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.

(b) No permit shall be required to burn in a recreational fire appliance that is operated in accordance with this Chapter, all rules and regulations promulgated pursuant to this Chapter, and the manufacturer's instructions. This paragraph shall not apply to the use of an open fire ring.

(c) All outdoor fireplaces and recreational fire appliances allowed under this section must be set back at least fifteen (15) feet from all structures, combustible material, and adjacent property lines.

...

ARTICLE VIII. SIGNALING SYSTEMS FOR THE PROTECTION OF LIFE AND PROPERTY.

Sec. 10-100. Purpose; definitions.

(a) Purpose. In order to protect public safety and welfare and ensure fully operational signaling systems for the protection of life and property, it is necessary to ensure that such systems are correctly designed, installed and maintained.

(b) For purposes of this article, the following definitions shall apply unless the context clearly implies otherwise:

Alarm number means any number assigned by the fire chief to a building which is connected by a fire alarm system to an approved supervising ~~private-central~~ station.

Alarm user means an owner of any building, or part thereof, that has a master box alarm system or an approved private central station, or an agent of the owner who is responsible for the building.

Approved supervising ~~private-central~~ station means any privately operated message monitoring service which is approved by Underwriters' Laboratories, Incorporated, and approved by the authority having jurisdiction.

Dispatch Center (also known as the public safety answering point "PSAP") means any place utilized by the City of Portland for the receipt, monitoring or dispatching of alarms.

False alarm means any signal emitted from an approved supervising ~~private-central~~ station or master box alarm system that is not in response to heat, smoke or fire requiring an immediate response by the fire department. "False alarm" includes any signal emitted by a negligently activated alarm system, or by an alarm system deliberately activated when an immediate response by the fire department is not required, or by a malfunctioning alarm system. However, "false alarm" does not include any signal emitted by an alarm system activated by unusually severe weather conditions, or other cause beyond the control of the alarm

user. In case of any dispute, it shall be the burden of the alarm user to demonstrate to the satisfaction of the fire chief that an alarm signal was not a "false alarm."

Fire chief means the chief of the City of Portland fire department or his authorized representative or designee.

Master box alarm system means any mechanism or device approved by the authority having jurisdiction, including protective signaling systems, designed for the detection of heat, smoke or fire requiring an immediate response by the fire department and which automatically emits a signal to the dispatch center.

Person means any individual, firm or corporation.

Sec. 10-101. Certain master box connections required.

The following buildings, as classified by the NFPA 101 Life Safety Code, 2018 2009 edition, shall be connected by AES master box alarm system to the dispatch center where another section of this code requires such buildings to have a fire alarm system:

(a) *New and existing structures including the following:*

(1) Assembly occupancy~~Places of assembly~~;

(2) Educational facilities including post-secondary;

(3) Day-care facilities, excluding day-care homes;

(4) Health care facilities;

(5) Ambulatory health care facilities;

~~(6) Nursing homes;~~

~~(67)~~ Large residential board and care facilities;

~~(78)~~ Detention and correctional occupancies;

~~(89)~~ Hotels, ~~motels~~ and dormitories;

~~(10) Apartments for the elderly;~~

~~(191)~~ Mercantile occupancies;

(1012) Industrial occupancies;

(1311) High-rise buildings.

(b) *New buildings including the following:*

(1) Residential occupancies (20 or more units).

(c) The following buildings shall be connected by AES master box alarm system to the dispatch center~~either the dispatch center or an approved private central station:~~

(1) Buildings containing high hazard contents;

(2) Special structures as determined by the authority having jurisdiction~~fire chief.~~

All such buildings shall be connected to a City-approved wireless Master Box Alarm System. New buildings shall be connected to a City-approved wireless Master Box Alarm System prior to the issuance of any certificate of occupancy. Prior to January 1, 2017, all buildings required to be connected by Master Box Alarm System shall convert their existing mechanical Master Box Alarm System to a City of Portland approved wireless Master Box Alarm System.

Each master box alarm system shall be installed, maintained, inspected and tested in accordance with all applicable codes and regulations. Each alarm user shall, prior to occupancy, produce satisfactory evidence of compliance with this paragraph to the fire chief.

...

~~Sec. 10-103. Central station alarm number assignments.~~

~~—(a) New assignments. Any approved private central station may apply to the fire chief on a form to be devised by him for new alarm number assignments, whether or not for buildings listed in section 2.5-26 of this article. Said application shall contain insurance and indemnification requirements as determined by the fire chief. Applications shall be acted upon as completed and received, provided, however, that nothing herein shall require the fire chief to approve any application or to provide or maintain sufficient capacity for such assignments. No assignment shall be made without prior payment of the new assignment and annual maintenance fees prescribed in this section, and unless the fire chief first finds that the central station meets all applicable operating requirements.~~

~~—— (b) Existing assignments. Any approved private central station having existing alarm number assignments, whether or not for buildings listed in section 2.5-26 of this article, shall, within thirty (30) days of written notice by the fire chief, elect in writing whether or not to retain any or all of the assignments. Any central station electing to retain any assignment shall simultaneously therewith pay the annual maintenance fee prescribed in this section. Any central station electing not to retain any assignment, and any central station failing to make an election, shall forthwith be notified in writing by the fire chief of the impending recall of the alarm number, which shall be recalled as soon thereafter as practicable.~~

~~—— (c) Assignment and maintenance fees. The following fees shall apply to each approved private central station alarm number assignment:~~

~~(1) New assignment fee \$100.00~~

~~(2) Annual maintenance fee \$50.00~~

~~First-time payments of the annual maintenance fee shall be prorated over the number of months, including any fraction thereof, remaining between the date of the payment and the following June thirtieth, provided, however, that in no case shall the fee be reduced to less than half. The annual maintenance fee shall thereafter be due and payable in full on July first. If payment is not made within thirty (30) days thereafter, the central station shall forthwith be notified in writing by the fire chief of the impending recall of the alarm number, which shall be recalled as soon thereafter as practicable.~~

~~—— (d) Reassignments. Any alarm number recalled pursuant to subsection (b) or (c) of this section shall not be reassigned to the central station without prior payment of the maintenance fee prescribed in this section and a reassignment fee of fifty dollars (\$50.00), except that if reassignment is not made within thirty (30) days after recall, the reassignment fee shall be the same as the new assignment fee prescribed in this section.~~

Sec. 10-104. False alarm penalties.

(a) *Third response.* Once a third false alarm at a building within any twelve-month period has been identified by the fire chief or his/her designee, the fire chief shall give written notice of the false alarm to the alarm user ~~within ten (10) business days,~~

~~and the alarm user shall file a written report with the chief within five (5) days thereafter stating the cause of the false alarm, if known, and describing corrective action taken, if any.~~

(b) *Fourth, fifth and sixth responses.* For the fourth, fifth and sixth false alarms at a building within any twelve-month period, the alarm user shall, upon demand, pay a penalty of two hundred dollars (\$200.00) per instance and shall, in the case of any equipment failure, file with the fire chief within three (3) days of notice to do so a signed statement by a qualified private alarm agent that the alarm system has been inspected and is in proper working order. In the case of human error or other cause, the alarm user shall file a written report with the fire chief describing corrective action taken, if any.

(c) *Seventh and subsequent responses.* For the seventh and subsequent false alarms at a building within any twelve-month period, the alarm user shall, upon demand, pay a penalty of three hundred and fifty dollars (\$350.00).

(d) *Written notice deemed complete.* Written notice by the fire chief shall be complete upon leaving such notice at or in the property at the time of response by the fire department or by mailing such notice ~~within ten (10) business days~~ by first class mail.

Sec. 10-105. Inspections by fire chief; evidence by the property owner.

(a) The fire chief may inspect or cause to be inspected any alarm system or any building protected thereby at all reasonable times to ensure compliance with the provisions of this article.

(b) At the time of annual maintenance fee payment, the property owner shall provide to the fire chief evidence from a certified alarm testing or servicing company that the fire alarms servicing any building for which such alarms are required are in proper working order.

(c) ~~Each~~ ~~On or before December 31, 2010, each~~ fire alarm system in the City of Portland shall have a fire alarm inspection sticker affixed to the fire alarm annunciator or the fire alarm control panel if there is no fire alarm annunciator. Fire alarm inspection stickers shall be obtained from the Fire Department. Only companies approved and registered with the Fire Department shall be permitted to obtain fire alarm inspection stickers.

~~Sec. 10-106. Rules and regulations.~~

~~The fire chief may promulgate all reasonable rules and regulations to carry out the purposes and provisions hereof. Such rules and regulations shall be in writing and shall take effect no less than thirty (30) days following the date of issuance.~~
~~(Ord. No. 25-10/11, 8-16-10)~~

• • •

MEMORANDUM

TO: City Council; Mayor Strimling
CC: Jon Jennings, City Manager
FROM: Keith Gautreau, Fire Chief; Anne Torregrossa, Associate Corporation Counsel
DATE: September 20, 2019
RE: Changes to Chapter 10 to adopt NFPA 2018 Codes

As part of Chapter 10 of the Code of Ordinances, the City has adopted the model codes by the National Fire Protection Association (NFPA), specifically the *Life Safety Code* (NFPA 101), and the *Fire Code* (NFPA 1). Currently, the City has adopted the 2009 versions of both NFPA 101 and 1, and staff is proposing to update these to the 2018 versions of both codes. It bears noting that the State Fire Marshal's Office is also working on updating to the 2018 codes, but has not yet done so.

Both NFPA 101 and 1 update some of the fire and life safety requirements. However, NFPA 1 also includes a new chapter (Chapter 38) that governs growing and processing of marijuana, including fire protection systems, ventilation, fumigation, equipment verification, and other requirements. Once adopted, this will provide an excellent starting point for ensuring that marijuana growing and processing operations are done safely.

In addition to the updated NFPA codes, we are also proposing some updates to the rest of Chapter 10, as well as some reorganization to make sure that the provisions were clearer and more usable. Many of the redlines in the proposed order are due to reorganization and clarification than to substantive changes. The list below explains the substantive changes.

ARTICLE I. LIFE SAFETY CODE (NFPA 101)

- 10-3(a)(2)** NEW. This provision will require that an individual install a full sprinkler system, where the NFPA codes might otherwise permit a partial sprinkler system. In part, this will address a discrepancy where the State Fire Marshal's Office will not grant a sprinkler permit for a partial sprinkler system.
- 10-3(a)(3)** UPDATED. Clarifies current requirements for CO alarms, and aligns them with the requirements for smoke alarms. This requires all new CO alarms to be hardwired, other than in one- and two-family dwellings. Also updates to the 2015 NFPA code that governs CO alarms.
- 10-3(a)(4)** NEW. This provision ensures that balconies, decks, and similar spaces that serve multiple units or businesses are sufficiently protected. This does not apply to single-unit balconies or decks. This clarifies the City's existing interpretation of the NFPA codes.

- 10-3(a)(5)** UPDATED. Clarifies requirements for smoke alarms, and aligns them with the requirements for CO alarms.
- 10-3(a)(6)** UPDATED. The City is required to adopt and follow the state-adopted building code (MUBEC). The provisions governing stairs in the Life Safety Code currently conflict with the MUBEC requirements, and this makes it clear that MUBEC controls.
- 10-3(b)** UPDATED. Aligns language with Chapter 6 to remain consistent with Housing Safety and Code Officer ability to inspect. Also aligns with inspection rights under NFPA 1 and state law.
- Former 10-3(f)** DELETED. Deleting this section will bring the City back into conformity with the suggested provisions of the Life Safety Code to require that a one- or two-family dwelling be sprinkled whenever there is a major renovation (more than 50%). This is consistent with the City's policy that one- and two-family homes must be sprinkled.

ARTICLE II. FIRE CODE (NFPA 1)

- 10-18(b)** NEW. The language about refusal to allow inspections mirrors the language that currently applies for inspections under NFPA 101 and state statute.
- 10-18(e), (f)** New and updated permits include:
- Carnivals and fairs – NEW fee to cover events that would not otherwise receive a permit or life safety review. Suggested permit fee is \$141.00 to track similar permits.
 - Hot works – UPDATED. Currently, hot works permits are supposed to be pulled each time someone engages in hot works operations (per day). Compliance with this scheme is fairly low, meaning that there is little accountability for proper hot works procedures. Staff proposes to make this an annual fee and to update the fee schedule to reflect this. The fee is increasing from \$25 per day to \$174 per year to be consistent with other yearly permits
 - Liquefied Petroleum Gasses – NEW. This would be a new permit, although the City has historically had one permit issued. Staff proposes a \$174.00 permit fee to be consistent with other fees.
 - Marijuana growing, processing, or extraction facilities – When this ordinance was initially drafted, the City was not as far along with their planning for licensing marijuana businesses. Staff supports the proposed amendment to remove this permit, as the costs of the Fire Department inspections and review will be covered by the licensing fee.
 - Certificate of fitness for special hazards systems – At the time of drafting, the City identified a need for certifying technicians working on special hazards systems (hoods, etc.) to ensure that they are qualified to perform the work. Staff

supports the proposed amendment removing this certificate from Chapter 10. The Fire Department still intends to implement such a certification program, but will do so through its rules, and at no charge to the technicians.

- Certificate of fitness for marijuana facilities – At the time of drafting, the City identified a need for certifying engineers who are signing off on complicated marijuana processing systems to ensure that they have experience with such systems and are qualified to perform the work. Staff supports the proposed amendment removing this certificate from Chapter 10. The Fire Department still intends to implement such a certification program, but will do so through its rules, and at no charge to the engineers being certified.

ARTICLE III. ENFORCEMENT AND APPEALS

- 10-23** UPDATED. This updates the appeal provisions to align them with the appeal rights under Chapter 6 (housing and building), including increasing the appeal period from 10 days to 30 days. It also removes the authority of the Zoning Board of Appeals to allow exceptions to Chapter 10 requirements where it would impose an undue hardship. There are currently no standards for what an undue hardship would qualify for an exception, and the Zoning Board of Appeals may not have the technical expertise to evaluate the impacts on fire and life safety.

For violations that pose an immediate threat to health and safety, it would be problematic to allow a 30-day appeal period during which the violations remain outstanding. This language adds a provision that an appeal does not excuse the obligation to remedy such violations.

- 10-25.5** UPDATED. The added language allows the Fire Department to secure a building, after notice to the owner and an opportunity to correct. It also allows the Fire Department to collect a \$500 administrative fee for doing so. This language mirrors that in Chapter 6 allowing the building authority to secure properties in the same manner and collect the same fee.

- 10-25.9** UPDATED. The added language provides for progressively increasing reinspection fees where violations have not been corrected. This mirrors the escalating reinspection fees provided in Chapter 6 for the building authority.

ARTICLE VIII. FIRE SUPPRESSION SYSTEMS

- 10-104** UPDATED. The time requirements for the Chief's notice and the owner's response has been deleted, but the requirement for a warning in writing has been retained. These timeframes are difficult to track, and owners often have notification on scene anyway.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 21, 2019

SUBJECT: Order 68-19/20 Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades - 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

City staff has reached a tentative two (2) year contract agreement with AFSCME Labor & Trades which is within guidance received from Council on June 20, 2019. AFSCME Labor and Trades represents approximately 162 Trades, Maintenance, Mechanic and Custodial workers. The parties have tentatively agreed to a two (2) year contract with general wage increases of 2.50% effective July 7, 2019 and 2.75% effective July 1, 2018. The parties have further agreed to two (2) new longevity steps in the pay plan. A 12+ year step effective July 7, 2019 and a 15+ year step effective July 5, 2020. In addition, the parties have agreed to roll in \$.50/hour in the second year of the contract to all steps in the pay plan and eliminate several stipends, the meal allowance and the allowance for pants.

The parties also agreed to other minor contract language changes that do not add any costs to the City.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

The contract term is July 7, 2019 through June 30, 2021. The total direct costs of the general wage increases and other economic updates are approximately \$586,000.00 over the two-year term. The cost sheet is included the agenda backup.

This item must be read on two separate days. It was given a first reading on October 21, 2019. 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. AFSCME Local 481-00 Labor & Trades Contract 10.21.2019
2. Labor & Trades Cost Sheet

Prepared by:

Date: 10/21/2019

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
COLLECTIVE BARGAINING AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 481-00 LABOR & TRADES**

ORDERED, that the attached Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor & Trades for July 7, 2019 through June 30, 2021, is hereby approved.

LABOR & TRADES - ADMINISTRATIVE RECOMMENDATION						
ITEM	BASE COST	YEAR 1 (FY)	% INCR	YEAR 2 (FY)	% INCR	NOTES:
Base Wages	7,318,780	182,969	2.5%	206,298	2.75%	
Pay Plan Additional Steps		102,827	1.4%	73,528	1.0%	Add 10 Yr Step Yr 1, 15 Yr Step Yr 2
Pay Plan Increase				157,040		Increase Pay Plans by \$0.50 (excluding Jetport)
Specialty Pay	112,417			(46,992)		Give up Winter Stipend for increase in all pay plans and steps
Meal Allowance	20,910	947	4.5%	(21,857)	-100.0%	Inc Meal Allowance for 427 EE's from \$10 to \$11 and 104 EE's from \$160 to \$165, Give up Meal Allowance in Yr 2 for increase in all pay plans and steps
Sub-Total Wages	7,452,107	286,743	3.8%	368,017	4.8%	
Overtime	899,946	22,499	2.5%	25,367	2.8%	Based on increase in base wages
Clothing Allowance	58,100			(58,100)	-100.0%	Give up Pants & Boot Allowance for increase to all pay plans and steps
Total Direct Costs	8,410,153	251,142	3.0%	335,284	3.9%	
Health Insurance	1,635,737	163,574	10.0%	179,931	10.0%	Inflationary increase only
Pension	835,205	30,924	3.7%	39,338	4.5%	Based on increase in total wages
Workers' Compensation	239,213	5,980	2.5%	6,743	2.8%	Based on increase in total wages
Total Indirect Costs	2,710,155	200,478	7.4%	226,012	7.8%	
Total	11,120,308	451,620	4.1%	561,297	4.9%	

MEMORANDUM
City Council Agenda Item

FROM: Tom Caiazzo, Labor Relations

DATE: October 21, 2019

SUBJECT: **Order 69-19/20 Approving the Collective Bargaining Agreement with the City Employees Benefit Association of the American Federation of State, County and Municipal Employees, Local 1373 - Sponsored 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 (If no why not?)

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

I. SUMMARY

II. AGENDA DESCRIPTION

City staff has reached a tentative two (2) year agreement with our largest bargaining unit, the City Employees Benefit Association (CEBA) of the American Federation of State, County and Municipal Employees (AFSCME) Local 1373 representing approximately 500 City employees. The CEBA contract expired on June 30, 2019. Terms of the two-year agreement include a 2.50% general wage increase for Fiscal Year (FY) 2020 retroactive to July 7, 2019 and a 2.75% general wage increase effective July 1, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019 and they are consistent with other negotiated contracts for the same period. The contract term is July 7, 2019 through June 30, 2021. The total direct cost of the general wage increase is approximately \$810,000.00.

Other terms of the tentative agreement include: Article 26 – added \$75.00 per year for Support Team Workers to purchase non-slip footwear

Appendix B1 – upgraded the following positions:

Accountants Grade 11 to Grade 12

Customer Service Representative Grade 8 to Grade 9

Computer Operator Grade 10 to Grade 12

Geriatric Social Worker Grade 14 to Grade 15

There are also minor language changes that do not add any additional cost to the City. Other provisions of the contract remain intact for the term of the agreement.

The union membership has ratified the tentative agreement and the Administration recommends your support for the agreement.

The cost sheet is included in the agenda backup.

This item must be read on two separate days. It received its first reading on October 21, 2019. 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. CEBA of AFSCME Local 1373 Contract 10.21.2019
2. CEBA Cost Sheet

Prepared by:

Tom Caiazzo, Labor Relations

Date: 10/21/2019

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
COLLECTIVE BARGAINING AGREEMENT WITH
THE CITY EMPLOYEES BENEFIT ASSOCIATION OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1373**

ORDERED, that the attached Collective Bargaining Agreement with City Employees Benefit Association (CEBA) of the American Federation of State, County and Municipal Employees (AFSCME) Local 1373 for July 1, 2019 through June 30, 2021, is hereby approved.

CEBA Union Costing FY20-FY21: City Proposal

*Based on 382.0 LIVE FTEs (458 EEs)

CITY PROPOSAL:

Item	FY19 06/14/19		Year 1 FY20	Base % Incr	Year 2 FY21	Base % Incr
#1 A) COLA (Base Pay):	\$15,168,672		\$379,217	2.5%	\$427,567	2.8%
B) Other Pay:						
(1) % Add Rates	\$10,176		\$369	3.6%	\$320	3.0%
(2) Fixed Add Rates	\$214,754		---	---	---	---
Additional Rates:	\$224,930		\$369	---	\$320	---
#1 Subtotal Wages :	\$15,393,602		\$379,586	2.5%	\$427,887	2.7%
#2 Union Upgrade Requests (FY19 Base Included in Above)	*	\$338,774	\$10,427	3.1%	\$10,605	3.0%
(a) Accountants (Pos # 3): C11 to C12 (8 FTEs)	*	\$338,774	\$10,427	3.1%	\$10,605	3.0%
#1 Overtime (Based on FY19 & FY18 Actuals)	\$1,541,927		\$38,548	2.5%	\$43,463	2.8%
Total Direct Costs:	\$16,935,529		\$428,561	2.5%	\$481,956	2.8%
Health Insurance	\$3,378,896		\$337,890	10.0%	\$371,679	10.0%
Pension (Excludes Clothing Allowance)	\$1,693,553		\$42,856	2.5%	\$48,196	2.8%
Workers' Compensation	\$543,630		\$13,757	2.5%	\$15,471	2.8%
Total Indirect Costs:	\$5,616,079		\$394,502	7.0%	\$435,345	7.2%
TOTAL:	\$22,551,608		\$823,063	3.6%	\$917,301	3.9%

* Base Already Included in Initial FY19 Wages (#1)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 21, 2019

SUBJECT: Order 71-19/20 Approving Traffic Schedule Amendment Re: St. John and Valley Street Neighborhood - 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 The traffic schedule changes contemplated by this agenda item must be made prior to the end of the construction season and prior to Maine Medical Center's request for a certificate of occupancy for their employee garage at 190 St. John Street.

PRESENTATION: Nell Donaldson, Director of Special Projects, Planning and Urban Development - 5 to 10 minutes total

I. SUMMARY

Staff from the Department of Planning and Urban Development, Public Works, and the Parking Division recommend three changes to the city's traffic schedule in the St. John/Valley neighborhood: 1) a change to the striping plan for St. John Street, in the interest of preserving on-street parking spaces (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation; and 3) a change to time restrictions for on-street parking on Valley Street.

II. AGENDA DESCRIPTION

On September 11, 2018, the City of Portland Planning Board conditionally approved a Level III site plan for Maine Medical Center's new 2,400-space employee garage at 190 St. John Street. The approved plan, which contemplates the introduction of a signal at the St. John Street/D Street intersection, includes numerous changes within the city's right of way on St. John Street, including the integration of new sidewalks, crosswalks, bicycle lanes, and turn lanes, and the elimination of approximately 13 spaces of on-street parking. As of October 15, 2019, Maine Medical Center (MMC) has completed many of the changes to the right-of-way, including the striping of St. John Street, which has resulted in the elimination of on-street parking.

In the time since the site plan approval, and particularly since construction of the garage has affected the availability of on-street parking, neighbors have become increasingly aware of and concerned about the loss of on-street parking on St. John Street in the vicinity of D Street. The Department of Planning and Urban Development, the Parking Division, the City Manager's office, and the City Council have heard numerous complaints about potential impacts to residential and other properties in the area. In response, the Department of Planning & Urban Development has worked with the City Manager, the Department of Public Works, and the Parking Division to develop three potential changes to the city's traffic schedule, each of which would, either alone or in concert with the others, have the effect of restoring or creating neighborhood parking supply in the area of St. John Street. The goal of these changes is to address neighbors' concerns regarding loss of on-street parking while balancing the operational needs of MMC's garage and the city's broader street network.

The changes include: 1) a change to the striping plan for St. John Street at D Street (*with two options presented here for Council consideration*); 2) a conversion of C Street to two-way operation between St. John Street and Valley Street; and 3) a change to time restrictions for on-street parking on the east side of Valley Street between C Street and D Street.

This item must be read on two separate days. It was given a first reading on October 21, 2019. Staff is recommending that this item be postponed to November 18, 2019.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Council must review traffic schedule changes of the type presented here. The changes would preserve on-street parking for use by neighborhood residents and businesses while balancing the needs of MMC's employee garage and the function of the broader neighborhood street network.

V. FINANCIAL IMPACT

The implementation of the traffic schedule changes, including an alternative striping plan for St. John Street, the conversion of C Street to two-way, and the changes to parking restrictions on the east side of Valley Street, would require the coordination of staff-level resources at the Department of Planning and Urban Development, the Department of Public Works and the Parking Division.

VI. STAFF ANALYSIS AND BACKGROUND

Staff of the Department of Planning and Urban Development, the Department of Public Works, and the Parking Division worked collectively to develop the traffic schedule changes presented here. Staff has conducted technical analysis to confirm the viability of the two street network changes. Changes were also shared with Maine Medical Center, as well as members of the public.

VII. RECOMMENDATION

Staff recommends that the Council amend the traffic schedule to reflect the alternative striping plan for St. John Street originally developed by staff, Alternative A, as well as the conversion of C Street to two-way. Alternately, the Council may choose to pursue the striping plan for St. John Street represented in Alternative B, which would not require a conversion of C Street to two-way. The changes in the parking regulations on Valley Street are recommended regardless of the Council's direction on the St. John Street striping.

VIII. LIST ATTACHMENTS

1. MMC Parking Changes - Traffic Schedule Amendments 10.21.2019

Prepared by:

Date: 10/21/2019

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)

**TRAFFIC SCHEDULE AMENDMENTS
ON C STREET, ST. JOHN STREET & VALLEY STREET**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

1. RE: ST. JOHN STREET

By Deleting under St. John Street, From a point 20 feet north of the northerly D Street crosswalk centerline for a distance of 180 feet:

East Side

☐ **Schedule I – No Parking Anytime**

By Deleting under St. John Street, From a point 20 feet south of the southerly D Street crosswalk centerline for a distance of 160 feet:

East Side

☐ **Schedule I – No Parking Anytime**

2. RE: C STREET

By Deleting under C Street, from a point 0 feet easterly of the intersection of C and St. John Streets to a point 0 feet westerly of Valley Street:

☐ **Schedule XXII – One-Way Street**

3. RE: VALLEY STREET

By Deleting under Valley Street, From a point 274 feet southerly opposite the north curblane of C Street to a point 38 feet northerly of the north curblane of C Street:

East Side

☐ **Schedule I – No Parking Anytime**

By Adding under Valley Street from C Street to D Street:

East Side

☐ **Schedule XXI – 2-Hour Parking from 9:00 AM to 6:00 PM**

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO THE PORTLAND CITY CODE CHAPTER 17
RE: FACIAL RECOGNITION TECHNOLOGY PROHIBITION**

WHEREAS, the residents of the City of Portland value privacy as an essential element of their individual freedom; and

WHEREAS, facial recognition technology and other biometric surveillance technology pose unique and significant threats to the civil rights and civil liberties of residents and visitors; and

WHEREAS, the use of facial recognition technology and other biometric surveillance is the functional equivalent of requiring every person to show a personal photo identification card at all times in violation of rights guaranteed by the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

WHEREAS, this technology allows people to be tracked without consent, generating databases about law-abiding Portlanders that may chill the exercise of free speech in public places; and

WHEREAS, facial recognition and other biometric surveillance technology has been repeatedly demonstrated to misidentify women, young people, and people of color and to create an elevated risk of harmful "false positive" identifications; and

WHEREAS, facial recognition and other biometric surveillance would corrupt the core purpose of officer-worn body-worn cameras by transforming those devices from transparency and accountability tools into roving surveillance systems; and

WHEREAS, the use of facial recognition and other biometric surveillance would disproportionately impact the civil rights and liberties of persons who live in highly

policed neighborhoods, and its use would diminish effective policing and public safety by discouraging people in these communities, including victims of crime, undocumented persons, people with unpaid fines and fees, and those with prior criminal history from seeking police assistance or from assisting the police;

NOW, THEREFORE, BE IT ORDERED, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, that the Portland City Code is hereby amended by adding an Article, to be numbered XI, which said Article reads as follows:

ARTICLE XI. FACIAL RECOGNITION TECHNOLOGY

Sec. 17-129. Purpose.

The purpose of this Article to protect the privacy and civil liberties of the residents of the City of Portland.

Sec. 17-130. Definitions.

For the purposes of this Article, the following terms have the following meanings:

Employee means a regular employee of the City of Portland acting in their official capacity.

Facial recognition technology means an automated or semi-automated process that assists in identifying or verifying the identity of an individual based on an individual's face.

Official means an elected or appointed official of the City of Portland acting in their official capacity.

Sec. 17-130. Facial Recognition Technology Prohibition.

No city official or employee shall obtain, retain, access, or use any facial recognition technology or information provided by any facial recognition technology.

MEMORANDUM
City Council Agenda Item

FROM: Katharine Cahoon
DATE: October 21, 2019
SUBJECT: **Order 79-19/20 Accepting and Appropriating the Firehouse Subs Public Safety Foundation, Inc. Grant of \$20,950.00 for Fire Equipment - 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 11/4/2019

Final Action 11/4/2019

Can action be taken at a later date: No It is recommended that the City accept this award before inclement weather, so the City Manager and Staff are requesting that the second reading be waived and recommending emergency passage.

PRESENTATION: Fire Chief Keith Gautreau will be presenting and Principal Financial Officer Benjamin Bettez, will be available to answer questions.

I. SUMMARY

The City Council is asked to accept and appropriate a \$20,950.00 grant awarded to the Portland Maine Fire Department from Firehouse Subs Public Safety Foundation, Inc. to be appropriated for a one time purchase of 50 pairs of Globe Boots for the most Junior Firefighters of the Department.

II. AGENDA DESCRIPTION

This item approves the Memo of Understanding from the Firehouse Subs Public Safety Foundation, Inc. and authorizes the City to accept the \$20,950.00 of grant funds awarded to the Portland Maine Fire Department for a one-time purchase of 50 pairs of Globe Boots. It also appropriates the funds for this use.

This item must be read on two separate days. The Council will be asked to waive the second reading and enact this order as an emergency. Seven affirmative votes are required to waive the second reading and also for passage as an emergency after public comment.

III. BACKGROUND

See attached MOU and approved quote from Bergeron for a one time expenditure towards the purchase of 50 Pairs of Globe Boots for the 50 most junior firefighters of the Portland Fire Department. There is no contribution or match required of the City. The Fire Chief is requesting emergency passage and the second reading be waived in order to accept the funds sooner and expedite the equipment order.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To assist firefighters with the personal and physical safety.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

See attached Memorandum of Understanding and the list of the most junior firefighters of the Portland FD that

will receive the equipment.

VII. RECOMMENDATION

Staff recommends accepting and appropriating the foundation grant in the amount \$20,950.00 for the one time expenditure of 50 pairs of Globe Boots.

VIII. LIST ATTACHMENTS

1. Firehouse Subs Public Safety Foundation Grant to Fire Dept. 11.4.2019
2. MOU- Portland Maine Fire Department
3. APPROVED QUOTE- PPE- Portland Maine Fire Department
4. Portland FD - Globe Boot Recipients

Prepared by:

Katharine Cahoon

Date: 10/21/2019

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 ACCEPTING AND APPROPRIATING FIREHOUSE SUBS PUBLIC
SAFETY FOUNDATION, INC. GRANT OF \$20,950 FOR FIRE EQUIPMENT**

ORDERED, that grant funding of approximately \$20,950.00 is hereby accepted from the Firehouse Subs Public Safety Foundation, Inc.; and

BE IT FURTHER ORDERED, that the funds from this grant are hereby appropriated for the one-time purchase of Fifty (50) pairs of Globe Boots for use by the Fire Department; and

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



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

October 17, 2019

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award a check to **Portland Maine Fire Department, Portland, ME** for **\$20,950.00** to be used toward the direct purchase of **50 Pairs of Globe Boots**.

Portland Maine Fire Department Responsibilities

1. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
2. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
3. **Confirm Receipt of Check** by emailing procurementfoundation@firehousesubs.com
4. **Purchase** the *approved* equipment on Quote #205863, from Bergeron Protective Clothing
5. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
 - o Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s) **OR**
 - o A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
6. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
7. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - o Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - o Return Excess Funds to Firehouse Subs Public Safety Foundation within 90 days of purchase to Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
8. If purchases exceed funding, **Portland Maine Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2020.

Firehouse Subs Public Safety Foundation

Date

Portland Maine Fire Department Representative

Date

Portland Maine Fire Department Representative Name (Print)

Date



1024 Suncook Valley Hwy., Unit 5-D
Epsom NH, 03234
TEL: 603.736.8500
www.BergeronProtectiveClothing.com

QUOTATION

No. : 205863

Doc. Date : 08/21/2019
Payment Terms : NET30
Valid Until: 06/30/2020
Customer PO:
Salesperson : Dale Doughty
Page : Page 1 of 1

Bill To

Portland Fire Dept.
Ben Bettez
c/o Portland Fire Dept
380 Congress St
Portland ME 04101

Ship To :

LT Scott Krum
Bramhall Station
784 Congress St
Portland ME 04101

Globe Arctic Supreme Boots

Salesperson: Dale Doughty, c/o Bergeron Protective Clothing, email: dale@bergeronprotectiveclothing.com
phone: (207) 400-6990

Quantity	Style	Description	Your Cost
50	120A400-G	Globe Arctic Sole Supreme 14" Pull On Mens Boot	20,950.00

Subtotal 20,950.00
Total 20,950.00

Shift 1

Corey, Keith
Devoid, Michael
Greenip, Troy
Furlong, Ryan
Nason, Trevor
Summers, Patrick
Elmore, Nathan
Balzano, Samuel
Graham, Jared
Stiles, Christopher
Verrill, Daniel
Hillman, Molly
Capponi, Adam
Kinney, Nathan

Shift 2

Marshall, Christopher
Schwartz, Patrick
Pelsinki, Nathan
Sanfillipo, Rocky
Lafferty, Thomas
Cantara, Austin
Foley, Bartley

Shift 3

Derrig, Nicholas
Larrabee, Ross
Garland, Mathew
Quirk, Jason
Stewart, Jordan
Hults, Torrin
Nasta, Steven
Cole, Christopher
Ravanis, John
Baker, Ryan
Bailey, Spencer
Cole, Jacob
Halchak, Andrew
Hamilton-Jones, Jonathan

Shift 4

Houriham, Patrick
Bunker, Casey
Appel, Benjamin
Frawley, Stephen
Cassamassa, Tyler
Trefethen, Brian
Goodness, Jeffrey
Nowicki, Stephanie
Balog, Cameron
Bieluch, Jessie
Bue, Nicholas
Cummings, Kelsey
Felstead, Gregory
Keller, Nathaniel
Nadeau, Randy

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 23, 2019

SUBJECT: **Order 80-19/20 Approving the Collective Bargaining Agreement with the Professional and Technical City Employee Association - 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 11/4/2019

Final Action 11/18/2019

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

The collective bargaining agreement with the Professional and Technical City Employee Association expired on July 6, 2019. The Association is comprised of approximately 140 Professional and Technical employees, namely engineers, nurses and nurse practitioners and other jobs located throughout the City. The City staff has reached a tentative agreement for a two (2) year contract. Terms of the two year agreement include a 2.50% general wage increase for Fiscal Year 2020 retroactive to July 7, 2019; also effective July 7, 2019 is a longevity step at 15 years of service, and a 2.75% general wage increase effective July 5, 2020. The general wage increases are consistent with guidance received by Council on July 8, 2019.

Other terms of the tentative agreement include:

Article 11 – minor changes to who is eligible for shifts differentials and when they receive them

Appendix A – the following positions received one grade upgrades:

Elections Administrator

Historic Preservation Manager

Recreation Supervisor

Aquatics Supervisor

Human Services Councilors/Shelters

The total direct cost for the three-year agreement is approximately \$810,000.

Pro Tech members have ratified the two (2) year tentative agreement.

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

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. Professional and Technical City Employee Association 11.4.2019

Prepared by:

Date: 10/23/2019

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
COLLECTIVE BARGAINING AGREEMENT WITH
THE PROFESSIONAL AND TECHNICAL CITY EMPLOYEE ASSOCIATION**

ORDERED, that the attached Collective Bargaining Agreement with the Professional and Technical City Employee Association for July 7, 2019 through June 30, 2021, is hereby approved.

MEMORANDUM
City Council Agenda Item

FROM: Lauren Anderson

DATE: October 25, 2019

SUBJECT: **Order 81-19/20-19/20 Approving Modification to Agreement between Portland and Maine Department of Transportation Re: Cumberland Avenue 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 11/4/2019

Final Action 11/18/2019

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave Cumberland Avenue between State Street and Elm Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Cumberland Avenue, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Cumberland Avenue. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$136,471.20, and an additional \$14,000.00 for manhole adjustments from a water resources fund. This is an increase \$37,196.20 from the original agreement due to higher bid prices currently occurring in the area.

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

III. BACKGROUND

The Cumberland Avenue paving project is part of MaineDOT's 2018-2020 work plan. The scope of work includes milling and paving with a 1 ½ inch hot mix asphalt overlay. Construction work on this project is

scheduled to begin after April 15, 2020 and be completed in 2020. This project is classified as a pavement preservation project on an urban collector street. As such, PACTS will pay 75% of the cost of paving as part of its Collector Paving Program. The City will be responsible for 25% of the paving cost and 100% of the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Cumberland Avenue paving project will improve the pavement surface and ride quality on a regionally important major urban collector street. PACTS funds will pay for 75% of the paving costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the total construction cost and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$136,471.20, would be paid from a FY20 CIP account established for this project and \$14,000.00 from a water resources account. Please see the attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

Urban collector paving projects such as this one, where MPO pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its high AADT and designation as a major collector; without this work, Cumberland Avenue will continue to deteriorate.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow MaineDOT to pave approximately 0.46 miles of Cumberland Avenue (from State Street to Elm Street) in 2020.

VIII. LIST ATTACHMENTS

1. Order re MDOT Modification re Cumberland Avenue 11.4.2019
2. CumberlandAveImprovements Project Limits (1)
3. Updated Cumberland Ave - Fiscal Impact Note
4. Cumberland Mod 1 to MSA 22164.00 Portland
5. Two Party Agreement - Cumberland Ave - WIN 022164

Prepared by:

Lauren Anderson

Date: 10/25/2019

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

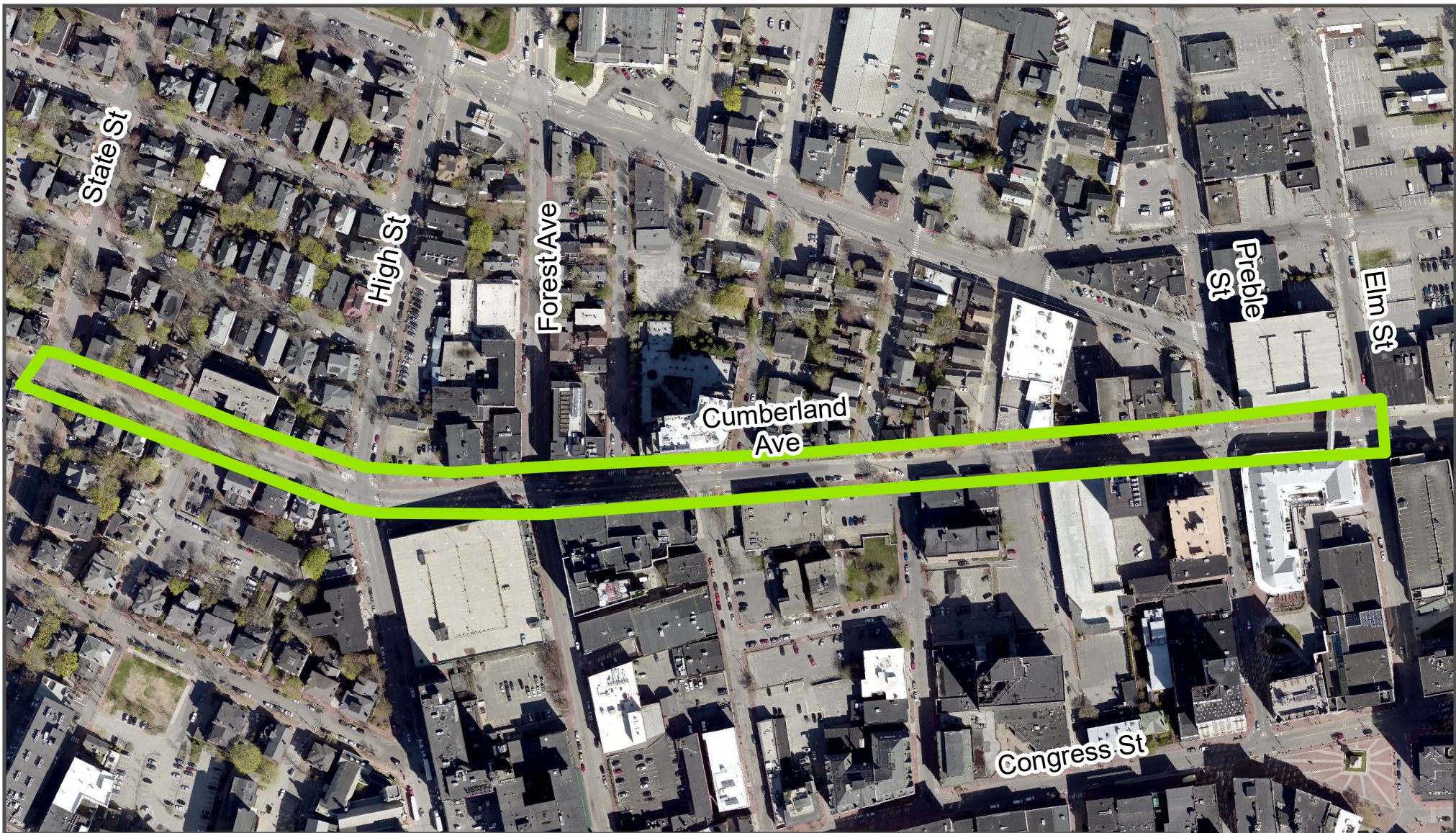
CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE MODIFICATION TO AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: CUMBERLAND AVENUE IMPROVEMENTS**

ORDERED, that the Modification to the Two-Party Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to the Cumberland Avenue with State Work Identification Number 22164 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.

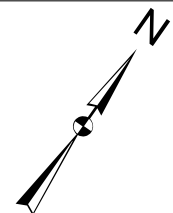


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

Cumberland Avenue Improvements

Mill and Fill on approximately
0.46 miles of Cumberland Ave
and pedestrian improvements
within these limits.

Legend



October 25, 2019

0 0.025 0.05
Miles

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		\$0		\$11,285		\$11,285
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$11,285	\$11,285	\$11,285	\$11,285
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0014	\$0.0014	\$0.0014	\$0.0014
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0126%	0.0064%	0.0126%	0.0064%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3414	\$22.4814	\$11.3414	\$22.4814

Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.



MaineDOT use only

TEDOCS #: _____
CTM #: DOT0519-40396
CSN #: 40396
PROGRAM: Highway Program

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 22164.00
Federal Aid Project #: 2216400
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$113,275.00
Current Estimated Municipal Share: \$113,275.00
Modified Estimated Municipal Share: \$150,417.20 ☐ N/A
Current Agreement End Date: May 10, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on May 10, 2019, with the Municipality of Portland for making improvements to Cumberland Avenue, beginning at State Street and extending north 0.46 miles to Elm Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Increased Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be increased by: \$37,142.20 from \$113,275.00 to \$150,417.20.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from _____ to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

Date

Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A

**PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project**

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

FEDERAL AID PROJECT NO. 2216400

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22164.00

Project Scope:

Mill and Fill on Cumberland Avenue, beginning at State Street and extending north 0.46 miles to Elm Street.

Funding Outline:

The Total Project Estimated Cost is \$ 559,668.78 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 7,500.00	75.0%	\$ 22,500.00	0.0%	\$ -	\$ 30,000.00
Right of Way	25.0%	\$ -	75.0%	\$ -	0.0%	\$ -	\$ -
Construction	25.0%	\$ 118,917.20	75.0%	\$ 356,751.59	0.0%	\$ -	\$ 475,668.78
Construction Engineering	25.0%	\$ 10,000.00	75.0%	\$ 30,000.00	0.0%	\$ -	\$ 40,000.00
PROJECT SHARES		\$ 136,417.20		\$ 409,251.59		\$ -	\$ 545,668.78
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 14,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 150,417.20					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Sewer MH Adjustments		\$	14,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	14,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$85,959.00	5/1/2020
City of Portland	\$64,458.00	6/30/2020
City of Portland	Balance	1/1/2021
Total Receivable Amount:	\$150,417.00	

Order 188-18/19

Passage: 8-0 (Cook absent) on April 8, 2019

Effective 4/18/2019

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 TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO CUMBERLAND AVENUE**

ORDERED, that the two-party Partnership Agreement between the Maine Department of Transportation and the City of Portland for improvements to Cumberland Avenue with State Work Identification Number 022164.00 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.



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT**

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 022164.00
Federal Aid Project #: 2216400

Estimated Municipal Share: \$113,275.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of Portland, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Cumberland Avenue, beginning at State Street and extending north 0.46 of a mile to Elm Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

17. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
18. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those ***provisions that by their very nature are intended to survive.***

L. Miscellaneous Provisions:

19. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. All provisions of this Agreement, ***except those that by their very nature are intended to survive***, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
21. **State of Maine's Rights 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 of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
22. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
23. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
24. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO CUMBERLAND AVENUE

FEDERAL AID PROJECT NO. 2216400

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22164.00

Project Scope:

Mill and Fill on Cumberland Avenue, beginning at State Street and extending north 0.46 of a mile to Elm Street. PACTS sponsored.

Funding Outline:

The Total Project Estimated Cost is \$ 411,100.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 4,963.75	75.0%	\$ 14,891.25	0.0%	\$ -	\$ 19,855.00
Right of Way	25.0%	\$ 125.00	75.0%	\$ 375.00	0.0%	\$ -	\$ 500.00
Construction	25.0%	\$ 84,258.75	75.0%	\$ 252,776.25	0.0%	\$ -	\$ 337,035.00
Construction Engineering	25.0%	\$ 9,927.50	75.0%	\$ 29,782.50	0.0%	\$ -	\$ 39,710.00
PROJECT SHARES		\$ 99,275.00		\$ 297,825.00		\$ -	\$ 397,100.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 14,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 113,275.00					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 14 @ \$1,000 ea.		\$	14,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	14,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$66,182.00	5/1/2019
City of Portland	\$47,093.00	6/30/2019
City of Portland	Remaining balance if any	1/1/2020
Total Receivable Amount:	\$113,275.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 02216400

WIN: 22164.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Adjust 14 sewer manholes to grade.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its *"Highway Design Guide"* and *"Standard Details"* and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

MEMORANDUM
City Council Agenda Item

FROM: Lauren Anderson
DATE: October 25, 2019
SUBJECT: **Order 82-19/20 Approving the Modification to Agreement between Portland and the Maine Department of Transportation Re: Danforth Street 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 11/4/2019

Final Action 11/18/2019

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave Danforth Street between High Street and Vaughan Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between the Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill Danforth Street, adjust the City's sanitary sewer manhole frames and covers, as necessary, update and/or install new pedestrian curb ramps to meet American Disability Act requirements, and all appurtenances when MaineDOT's contractor paves Danforth Street. The modification obligates the City to pay MaineDOT for 25% of the work as its municipal share, or \$212,628.57, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is an increase of \$35,978.57 from the original agreement due to higher bid prices currently occurring in the area.

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

III. BACKGROUND

The Danforth Street paving project is part of MaineDOT's 2018-2020 work plan. The scope of work include milling and paving with a 1 ½ inch hot mix asphalt overlay. Construction work on this project is scheduled to begin after April 15, 2020 and be completed in 2020. This project is classified as a pavement preservation project on an urban collector street. As such, PACTS will pay 75% of the cost of paving as part of its Collector Paving Program. The City will be responsible for 25% of the paving cost and the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Danforth Street paving project will improve the pavement surface and ride quality on a regionally important major urban collector street. Portland Area Comprehensive Transit System (PACTS) funds will pay for 75% of the paving costs.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the total construction cost and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$212,628.57 would be paid from a FY20 CIP accounts established for this project and \$10,000.00 from a water resources account. Please see the attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

Urban collector paving projects such as this one, where PACTS pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its downtown location. Most of the street has not been worked on since 2003 and is in need of repair.

VII. RECOMMENDATION

Urban collector paving projects such as this one, where PACTS pays 75% of the paving costs, are one of the best alternatives for the City in terms of getting the most street paving done for the least expense of City funds. This is an important location in the City of Portland due to its downtown location. Most of the street has not been worked on since 2003 and is in need of repair.

VIII. LIST ATTACHMENTS

1. Order re MDOT Modification re Danforth Avenue 11.4.2019
2. Updated Danforth St Fiscal Impact Note
3. DanforthSt_Improvements Project Location Map (1)
4. Two Party Agreement - Danforth - MDOT WIN 022170
5. Two Party Agreement - Danforth St - Mod. 1 to MSA 22170.00 Portland

Prepared by:

Lauren Anderson

Date: 10/25/2019

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)

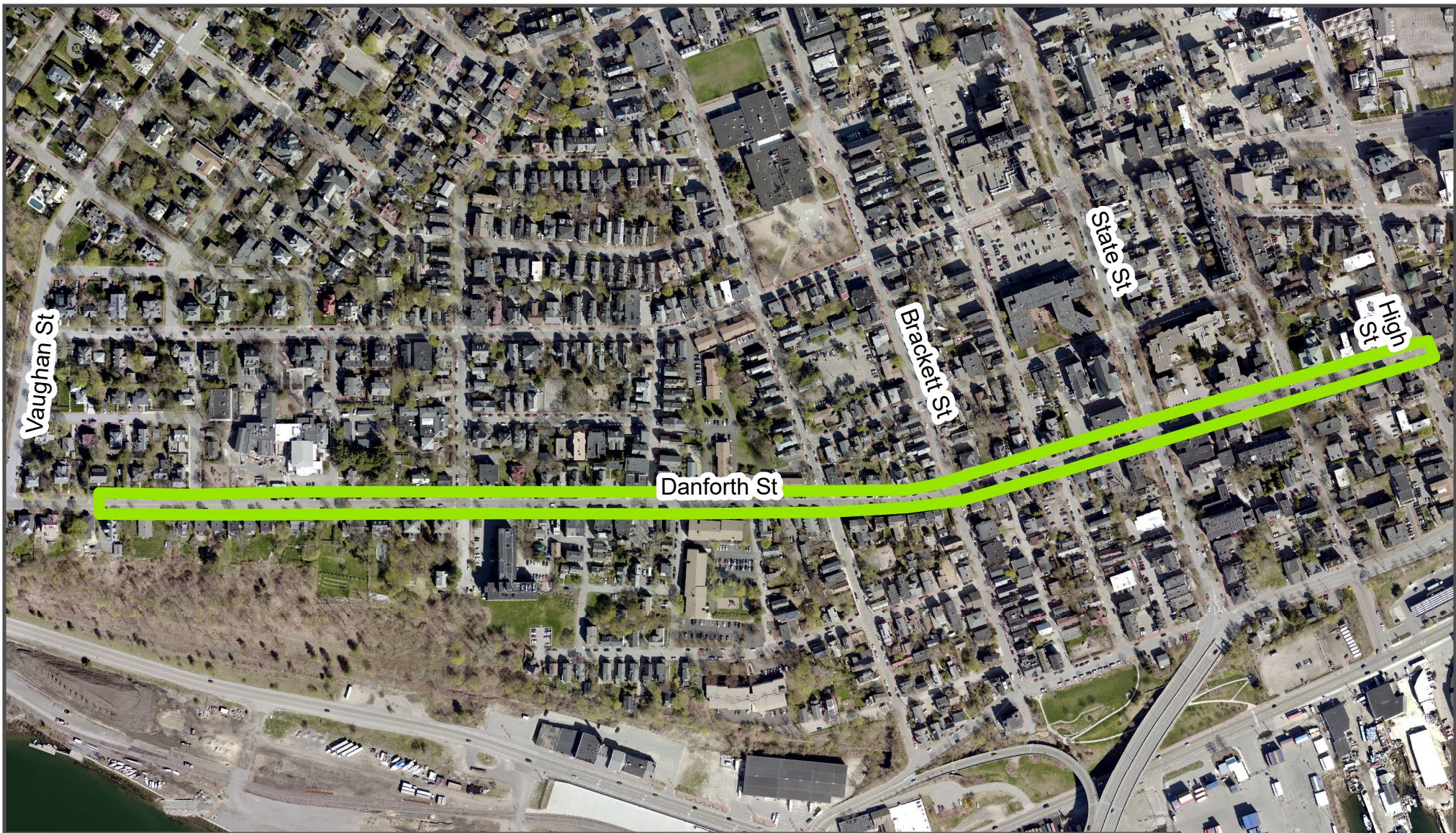
**ORDER APPROVING THE MODIFICATION TO AGREEMENT
BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO DANFORTH STREET**

ORDERED, that the Modification to the Two-Party Agreement between the Maine Department of Transportation and the City of Portland to construct improvements to Danforth Street with State Work Identification Number 22170 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.

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
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$16,697		\$16,697
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$16,697	\$16,697	\$16,697	\$16,697
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0021	\$0.0021	\$0.0021	\$0.0021
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0186%	0.0094%	0.0186%	0.0094%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3421	\$22.4821	\$11.3421	\$22.4821

Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.

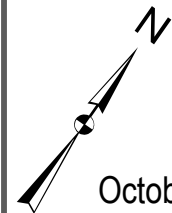


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, PORTLAND, MAINE 04103
PHONE (207) 874-8846 FAX (207) 874-8852

Danforth St Improvements

Mill and Fill on approximately
0.78 miles of Danforth St
and pedestrian improvements
within these limits.

Legend



October 25, 2019

0 0.025 0.05 0.1
Miles

Order 189-18/19

Passage: 8-0 (Cook absent) on April 8, 2019

Effective 4/18/2019

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 TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO DANFORTH STREET**

ORDERED, that the two-party Partnership Agreement between the Maine Department of Transportation and the City of Portland for improvements to Danforth Street with State Work Identification Number 022170.00 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.



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO DANFORTH STREET

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 022170.00
Federal Aid Project #: 2217000

Estimated Municipal Share: \$186,650.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of Portland, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Danforth Street, beginning at High Street and extending southwest 0.78 of a mile to 0.05 of a mile north of Vaughan Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

17. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
18. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those ***provisions that by their very nature are intended to survive.***

L. Miscellaneous Provisions:

19. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. All provisions of this Agreement, ***except those that by their very nature are intended to survive***, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
21. **State of Maine's Rights 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 of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
22. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
23. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
24. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO DANFORTH STREET

FEDERAL AID PROJECT NO. 2217000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22170.00

Project Scope:

Mill and Fill on Danforth Street, beginning at High Street and extending southwest 0.78 of a mile to 0.05 of a mile north of Vaughan Street.
PACTS sponsored.

Funding Outline:

The Total Project Estimated Cost is \$ 716,600.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 8,832.50	75.0%	\$ 26,497.50	0.0%	\$ -	\$ 35,330.00
Right of Way	25.0%	\$ 125.00	75.0%	\$ 375.00	0.0%	\$ -	\$ 500.00
Construction	25.0%	\$ 150,027.50	75.0%	\$ 450,082.50	0.0%	\$ -	\$ 600,110.00
Construction Engineering	25.0%	\$ 17,665.00	75.0%	\$ 52,995.00	0.0%	\$ -	\$ 70,660.00
PROJECT SHARES		\$ 176,650.00		\$ 529,950.00		\$ -	\$ 706,600.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 10,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 186,650.00					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 10 @ \$1,000		\$	10,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	10,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$109,179.00	5/1/2019
City of Portland	\$77,471.00	6/30/2019
City of Portland	Remaining balance if any	1/1/2020
Total Receivable Amount:	\$186,650.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 02217000

WIN: 22170.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Adjust 10 sewer manholes to grade.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "*Highway Design Guide*" and "*Standard Details*" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.



MaineDOT use only

TEDOCS #: _____
CTM #: DOT0519-40397
CSN #: 40397
PROGRAM: Highway Program

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 22170.00
Federal Aid Project #: 2217000
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$186,650.00
Current Estimated Municipal Share: \$186,650.00
Modified Estimated Municipal Share: \$222,628.57 ☐ N/A
Current Agreement End Date: May 8, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on May 10, 2019, with the Municipality of Portland for making improvements to Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Increased Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be increased by: \$35,978.57 from \$186,650.00 to \$222,628.57.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

Date

Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO DANFORTH STREET

FEDERAL AID PROJECT NO. 2217000

STATE PROJECT IDENTIFICATION NUMBER (WIN) 22170.00

Project Scope:

Mill and Fill on Danforth Street, beginning at High Street and extending southwest 0.78 miles to 0.05 miles north of Vaughan Street.

Funding Outline:

The Total Project Estimated Cost is \$ 860,514.26 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	25.0%	\$ 8,750.00	75.0%	\$ 26,250.00	0.0%	\$ -	\$ 35,000.00
Right of Way	25.0%	\$ -	75.0%	\$ -	0.0%	\$ -	\$ -
Construction	25.0%	\$ 186,378.57	75.0%	\$ 559,135.70	0.0%	\$ -	\$ 745,514.26
Construction Engineering	25.0%	\$ 17,500.00	75.0%	\$ 52,500.00	0.0%	\$ -	\$ 70,000.00
PROJECT SHARES		\$ 212,628.57		\$ 637,885.70		\$ -	\$ 850,514.26
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 10,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 222,628.57					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Sewer Manhole Adjustments - 10 @ \$1,000 ea.		\$	10,000.00
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	10,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$120,689.29	5/1/2020
City of Portland	\$101,939.28	6/30/2020
City of Portland	Balance Remaining if Any	1/1/2021
Total Receivable Amount:	\$222,628.57	

MEMORANDUM
City Council Agenda Item

FROM: Lauren Anderson

DATE: October 25, 2019

SUBJECT: **Order 83-19/20 Approving Modification to Two-Party Agreement between Portland and the Maine Department of Transportation Re: India Street 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 11/4/2019

Final Action 11/18/2019

Can action be taken at a later date: No This agreement must be approved by City Council and signed by the City Manager by 12/4/19 to allow Maine Department of Transportation (MaineDOT) to meet its target bid date of 12/11/19 and target construction start date for this project. We are hoping with an earlier bid date bid pricing will be improved.

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached Two-Party Municipal/State Agreement Modification and authorize the City Manager to sign it, which would allow MaineDOT to move ahead with its plans to pave India Street between Congress Street and Commercial Street in 2020.

II. AGENDA DESCRIPTION

This modification to agreement, between Maine Department of Transportation (MaineDOT) and the City of Portland, obligates MaineDOT to mill and fill India Street and adjust the City's sanitary sewer manhole frames and covers, as necessary, when MaineDOT's contractor paves India Street. The agreement obligates the City to pay MaineDOT \$183,874.00, and an additional \$10,000.00 for manhole adjustments from a water resources fund. This is less than the original agreement cost the City, due to removing American Disability Act requirement work and an error in the original state estimate.

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

III. BACKGROUND

The India Street paving project is part of MaineDOT's Cyclical Paving Resurfacing (CPR) work plan. The scope of work includes milling and paving with a 1 ¼ inch hot mix asphalt overlay and ADA improvements with curb adjustments as needed. The CPR program is a state-funded maintenance program that allocates

\$200,000 of state funding per mile. Therefore, MaineDOT will contribute \$58,000.00 as part of the CPR program contribution. The City will be responsible for the remainder of the project cost and 100% of the cost of making adjustments to its sanitary sewer facilities in the project area.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The India Street paving project will improve the pavement surface and ride quality on a regionally important major urban collector street and improve pedestrian facilities on this road.

V. FINANCIAL IMPACT

The City is obligated to pay for the additional cost required on top of the CPR allocation and 100% of the cost of adjusting sanitary sewer manhole frames and covers in the project area. The total City cost of this work, estimated to be \$193,874.00, would be paid from a FY20 CIP account established for this project and \$10,000.00 from a water resources account. Please see attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

The CPR program is a good program and works on minor roads as it helps to defer some of the mill and fill costs for what is essentially a City project.

This is an important location in the City of Portland due to its increasing development and designation as a minor arterial. The street is in need of resurfacing and the improvement of ADA ramps will provide safer routes for pedestrians.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow MaineDOT to pave approximately 0.29 miles of India Street (from Congress Street to Commercial Street) in 2020.

VIII. LIST ATTACHMENTS

1. Order re Modification to Paving India Street MDOT 11.4.2019
2. Updated Fiscal Impact - India Street
3. India_Street_Improvements Project Location Map (1)
4. India St Two Party Agreement (1)
5. India Mod. 1 to MSA 24037.00 Portland

Prepared by:

Lauren Anderson

Date: 10/25/2019

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)

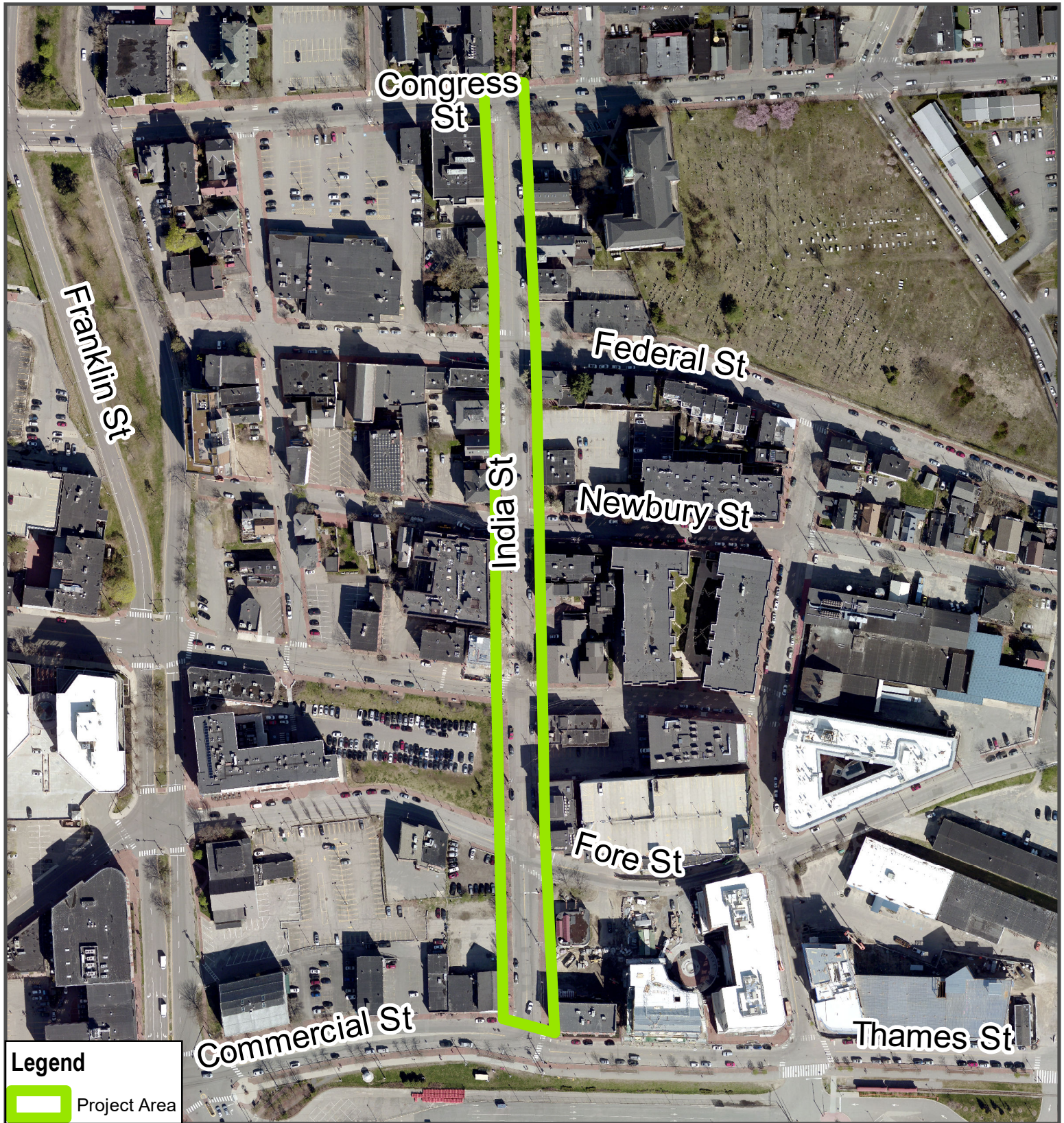
**ORDER APPROVING MODIFICATION TO
TWO-PARTY AGREEMENT BETWEEN PORTLAND
AND THE MAINE DEPARTMENT OF TRANSPORTATION
RE: IMPROVEMENTS TO INDIA STREET**

ORDERED, that the Modification to Agreement between the Maine Department of Transportation and the City of Portland for improvements to India Street with State Work Identification Number 024037.00 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.

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		\$0		\$14,540		\$14,540
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$14,540	\$14,540	\$14,540	\$14,540
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0018	\$0.0018	\$0.0018	\$0.0018
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0162%	0.0082%	0.0162%	0.0082%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3418	\$22.4818	\$11.3418	\$22.4818

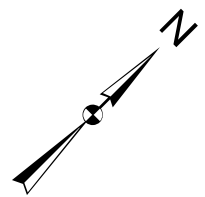
Notes: The CIP impact will actually begin in 2020 and remain for the 20 year life of the bond.



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

India Street Improvements

Mill and fill on approximately
0.29 miles of India St and
pedestrian improvements
within these limits.



March 6, 2019

0 0.025 0.05
Miles



MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO INDIA STREET

(MaineDOT Use Only)

Project Location: Portland
State WIN #: 024037.00
Federal Aid Project #: 2403700

Estimated Municipal Share: \$299,000.00
Vendor Customer #: 17A12144
Agreement Begin Date: _____
Agreement End Date: (5 years from the date last signed below)

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of Portland, a municipal corporation located in the County of Cumberland (hereafter the “Municipality”) (collectively hereinafter the “Parties”).

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to India Street, beginning at Congress Street and extending south 0.29 of a mile to Commercial Street, in Portland, Maine, (hereafter the “Project”).
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project’s Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference, and any perpetual maintenance appendices shall survive the expiration of this Agreement:
 - ☒ Appendix A – Project scope, cost sharing, and payment schedule (*not required for non-monetary agreements.*)
 - ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - ☐ Appendix B – Perpetual Drainage Maintenance
 - ☐ Appendix B – Perpetual Landscape Maintenance
 - ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance

- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. When applicable, refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.

- iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.
- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities:

- 6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
- 7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- 8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

- 9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
- 10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

- 11. When applicable, if the Municipality withdraws its financial support for the Project, leading MaineDOT to terminate the Project, the Municipality shall reimburse MaineDOT fully for all Project costs incurred in reliance on the Municipality's financial obligations outlined herein, including, but not limited to, reimbursement of all federal and state funds expended up to the

time of such termination. If the Municipality fails to reimburse MaineDOT for such costs incurred, after receiving an invoice seeking such reimbursement, MaineDOT may exercise its rights of set-off to recover the requested amount.

12. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
13. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.
14. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
15. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
16. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

17. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
18. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those ***provisions that by their very nature are intended to survive.***

L. Miscellaneous Provisions:

19. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. All provisions of this Agreement, ***except those that by their very nature are intended to survive***, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
21. **State of Maine's Rights 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 of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.
22. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
23. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
24. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and may be sent via email which shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Alternatively, communications can be mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 24 Child Street
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: LaRay L. Hamilton
 Email: laray.hamilton@maine.gov

Municipality: City of Portland
 389 Congress St
 Portland, ME 04101
 Attn.: Jon Jennings
 Email: citymanager@portlandmaine.gov

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF **PORTLAND**

PROPOSED IMPROVEMENTS TO **INDIA STREET**

FEDERAL AID PROJECT NO. **2403700**

STATE PROJECT IDENTIFICATION NUMBER (WIN) **24037.00**

Project Scope:

Mill and Fill India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street.

Funding Outline:

The Total Project Estimated Cost is \$ 357,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 872.00	\$ 872.00
Right of Way	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 56,260.00	\$ 56,260.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 868.00	\$ 868.00
PROJECT SHARES		\$ -		\$ -		\$ 58,000.00	\$ 58,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 299,000.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 299,000.00					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Change Scope of Work from CPR to Mill & Fill		\$	289,000.00
Adjust Sewer Manholes - 10 @ \$1,000 ea.		\$	10,000.00
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	299,000.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$225,000.00	5/1/2019
City of Portland	\$74,000.00	6/30/2019
City of Portland	Balance remaining if any	1/1/2020
Total Receivable Amount:	\$299,000.00	

Project Information

Municipality Name: Portland

Federal Aid Project #: 2403700

WIN: 24037.00

APPENDIX C

ADDITIONAL WORK

MAINE DEPARTMENT OF TRANSPORTATION

Transportation Improvement Project

1. Description of Work Being Added to Project by the Municipality:

Change the scope of work from a CPR, capped at \$58,000 for MaineDOT, to a 1 1/4" Mill and Fill, with variable depth shim, and other incidentals, including adjusting sewer manholes.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by MaineDOT as set forth in the latest version of its "*Highway Design Guide*" and "*Standard Details*" and comply with MaineDOT's Utility Accommodation Rules.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in MaineDOT's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to MaineDOT and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay MaineDOT's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by MaineDOT. A copy of MaineDOT's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying MaineDOT in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of MaineDOT.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay MaineDOT, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, MaineDOT agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless MaineDOT determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.



<i>MaineDOT use only</i>
TEDOCS #: _____
CTM #: <u>DOT0819-40823</u>
CSN #: <u>40823</u>
PROGRAM: <u>Highway Program</u>

MODIFICATION # 1 TO MUNICIPAL/STATE AGREEMENT

Project Location: Portland
State W.I.N. #: 24037.00
Federal Aid Project #: 2403700
Vendor Customer #: 17A12144

Original Estimated Municipal Share: \$299,000.00
Current Estimated Municipal Share: \$299,000.00
Modified Estimated Municipal Share: \$193,874.00 ☐ N/A
Current Agreement End Date: August 28, 2024
Modified Agreement End Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on August 28, 2019, with the Municipality of Portland for India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street, regarding the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule *(not required for non-monetary agreements.)*
- ☐ Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Perpetual Drainage Maintenance
- ☐ Appendix B – Perpetual Landscape Maintenance
- ☐ Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or Signage with Associated Light(s)
- ☐ Appendix B – Perpetual Traffic Signal Operation and Maintenance
- ☐ Appendix B – Perpetual Traffic Signal Operation and Shared Maintenance
- ☐ Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☐ Appendix C – Additional work requested by Municipality

☒ **Modified Estimated Municipal Share.** The Estimated Municipal Share of the Agreement shall be **decreased** by: \$105,126.00 from \$299,000.00 to \$193,874.00.

☐ **Agreement End Date.** The End Date of the Agreement shall be extended from _____ to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____.

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

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

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

Date

Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO INDIA STREET

FEDERAL AID PROJECT NO. 2403700

STATE PROJECT IDENTIFICATION NUMBER (WIN) 24037.00

Project Scope:

Mill and Fill India Street, beginning at Congress Street and extending south 0.29 miles to Commercial Street.

Funding Outline:

The Total Project Estimated Cost is \$ 251,874.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 872.00	\$ 872.00
Right of Way	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -	\$ -
Construction	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 56,260.00	\$ 56,260.00
Construction Engineering	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 868.00	\$ 868.00
PROJECT SHARES		\$ -		\$ -		\$ 58,000.00	\$ 58,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ 193,874.00					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 193,874.00					

(Check if applicable)

☒ **Additional Work as outlined in Appendix C to this Agreement.**

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
Change Scope of Work from CPR to Mill & Fill		\$	183,874.00
Adjust Sewer MHs 10 @ \$1,000 ea.		\$	10,000.00
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	193,874.00

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
City of Portland	\$193,874.00	5/1/2020
City of Portland	Balance Remaining If Any	1/1/2021
Total Receivable Amount:	\$193,874.00	

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: October 28, 2019

SUBJECT: **Order 84-19/20 Approving the Application for, Acceptance and Appropriation of an up to \$250,000 Brownfields Assessment Grant - 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 11/4/2019

Final Action 11/18/2019

Can action be taken at a later date: No In order to get the application done in a timely manner by the deadline of December 3, 2019, approval would be needed at the November 18, 2019 Council meeting.

PRESENTATION: Greg Mitchell/5 Minutes.

I. SUMMARY

The Economic Development Department is seeking the City Council's approval to apply for up to \$250,000 in Grant Funds from the Environmental Protection Agency to replenish the City's Brownfields Assessment Grant Program, as well as accept and appropriate the Grant Funds if awarded.

II. AGENDA DESCRIPTION

City Council approval is sought to submit an application to the United States Environmental Protection Agency (EPA) for up to \$250,000 of additional Brownfield Assessment Grant Funding, as well as accepting and appropriating the Grant if awarded.

At this time, only \$40,000 remains of \$200,000 in Assessment Funds that the City received from EPA in 2018.

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

III. BACKGROUND

The Environmental Protection Agency (EPA) provides the City with Brownfields funds to be used for assessment activities as well as cleanup of properties for commercial, mixed use, residential developments and open space. The City received its first Brownfields Assessment Grant of \$200,000 from EPA in 2018. These funds have been used to cover the cost of Phase I and Phase II Environmental Site Assessments for many private properties poised for redevelopment as well as City-owned properties prior to sale. Just \$40,000 remains in the City's Brownfields Assessment Fund.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to submit an application to EPA for additional Brownfields Assessment Grant Funds of up to \$250,000. Should the Grant request be successful, the City would have additional funds to cover the cost of Phase I and Phase II Environmental Site Assessments for properties that have redevelopment potential.

V. FINANCIAL IMPACT

There will be no financial impact because the Brownfields funds are grants to the City of Portland from EPA.

VI. STAFF ANALYSIS AND BACKGROUND

Additional EPA Assessment Funds will provide the City of Portland with the opportunity to cover the cost of Phase I and Phase II Environmental Site Assessments for properties with reuse and redevelopment potential. Some of the properties that have had Environmental Site Assessments paid for by the \$160,000 in EPA Assessment Funds include 337 Cumberland Avenue (for Youth and Family Outreach), 58 Fore Street, 654 Riverside St. (for potential homeless service center), 441 Commercial St. (Angelos Acre), 91 & 43 Douglas St. (West School property) and 788 Washington Ave. (Monte's Fine Foods).

VII. RECOMMENDATION

Staff recommends that the City Council approve of the Economic Development Department submitting an application to the EPA on behalf of the City of Portland for up to \$250,000 of additional Brownfields Assessment Grant Funds, and acceptance and appropriation of grant funds if awarded.

VIII. LIST ATTACHMENTS

1. Brownfields Grant Application, Acct., Approp. 11.4.2019
2. CC Memo Attachment-USEPA Grant Notice

Prepared by:

Greg Mitchell, Director

Date: 10/28/2019

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 APPLICATION FOR, ACCEPTANCE AND
APPROPRIATION OF AN UP TO \$250,000 BROWNFIELD ASSESSMENT FUND
GRANT**

ORDERED, that the application for up to \$250,000 Brownfields assessment grant from the United States Environmental Protection Agency is hereby approved; and

BE IT FURTHER ORDERED, that a Brownfields assessment grant in the amount of up to \$250,000 from the U.S. Environmental Protection Agency, if awarded, is hereby accepted for the purposes of funding assessments of contaminated sites; and

BE IT FURTHER ORDERED, that, if awarded and accepted, the Brownfields assessment grant monies of up to \$250,000 be hereby appropriated into the revolving loan fund for that purpose; 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.

An official website of the United States government.

Close

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



Multipurpose, Assessment, RLF, and Cleanup (MARC) Grant Application Resources

Grants offered by the Brownfields Program may be used to address sites contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) and petroleum. Please visit the [Types of Grant Funding](#) for an overview of the Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants.

ANNOUNCING New Request for Applications - FY 2020 Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant Guidelines.
The deadline to submit an application is December 3, 2019 at 11:59 PM (ET).

General Program Resources

- [Tips on How to Get Started Early on Preparing Your Brownfields MARC Grant Proposal](#)
- [List of Entities Eligible to Apply for Multipurpose, RLF, Assessment, and Cleanup Grants](#)
- [Programmatic Requirements](#)
- [Information on Health Monitoring Activities using an EPA Brownfield Grant](#)
- [Information on Eligible Planning Activities](#)
- [Information on CERCLA Liability Defenses](#)
- [Information on Sites Eligible for Brownfields Funding under CERCLA § 104\(k\)](#)

Open Solicitations

You may need a PDF reader to view some of the files on this page. See EPA's [About PDF](#) page to learn more.

- **NEW** [FY 2020 Assessment Grant Guidelines](#)
- **NEW** [FY 2020 Revolving Loan Fund Grant Guidelines](#)
- **NEW** [FY 2020 Cleanup Grant Guidelines](#)
- [FY 2020 Summary of Brownfields Grant Guideline Changes](#)

Having the City license, and having the ability to inspect, the manufacturers on a yearly basis at a minimum,

would enable the City to better monitor the health and safety of the products. The need for City licensing and inspections were highlighted by some recent issues, including:

- Poor storage of grains that caused issues with rodents
- Zoning/Code violations that were not discovered as no license is required
- Smoke damage to open casks, which normally would require product to be disposed off
- Delay in State Agencies responding when there is a fire or health violation

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Improved safety and public health conditions in the City's burgeoning brewery, winery and distillery businesses.

V. FINANCIAL IMPACT

License fees in this category are estimated to total approximately \$11,000 annually.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

Staff recommends passage of the amendment. Corporation Counsel has approved the amendment as to form.

VIII. LIST ATTACHMENTS

1. 3-31 and 3-33 Amendment re Brewery Manufacturing Licenses 11.4.2019
2. 1. Attachment re Brewery Manufacturing Licenses, BWD memo to council
3. 2. Attachment re Brewery Manufacturing Licenses, Brewery Meeting Notice
4. 3. Attachment re Brewery Manufacturing License re Amendment

Prepared by:

Jessica Hanscombe

Date: 10/24/2019

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)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 3
RE: BREWERY MANUFACTURING LICENSES

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

1. That Sections 3-31 and 3-33 of Chapter 3 of the Portland City Code is hereby amended to read as follows:

ARTICLE III. BREWERIES, WINERIES and DISTILLERIES

DIVISION 1. GENERALLY

Sec. 3-31 Definitions

(a) For the purposes of this Article, the terms small brewery, brewery, small distillery, distillery, malt liquor, spirits, wine, winery and small winery shall have the same meanings as provided in 28-A M.R.S. §2, as amended hereafter.

~~(b) A large brewery, distillery or winery shall mean a brewery, distillery or winery that manufactures its defined product in greater quantities than those provided in 28-A M.R.S. §2, as amended hereafter more than 50,000 gallons of its defined product per year.~~

...

Sec. 3-33 Brewery, Winery and Distillery Manufacturing License.

(a) No small brewery, large brewery, small winery, large winery, small distillery, or large distillery, that is required to be licensed pursuant to Title 28-A of the Maine Revised Statutes shall brew, distill, or produce, ~~or sell~~ spirits, wine, or malt liquor unless it is licensed pursuant to this section and Chapter 15.

(b) This license shall be in addition to any license required under Sec. 3-32 of this Code.



CITY OF PORTLAND
Permitting and Inspections Department

Memorandum

To: Mayor Ethan K. Strimling
Members of the Portland City Council

From: Jessica B. Hanscombe, Licensing and Housing Safety Manager

Date: October 8, 2019

RE: Manufacturing license for Breweries, Wineries and Distilleries

The City of Portland enacted an ordinance to license Brewery, Winery and Distillery Manufacturing businesses as part of the budget process this past year. The new ordinance went into effect on July 1, 2019. The City Council voted to delay the implementation until November 1, 2019. I was tasked with meeting with the stakeholders and submitting any changes to the Council for review.

Feedback from licensees:

I sent an email and a letter out on August 20, 2019 to all the State Licensed Brewery, Distillery and Winery Manufacturers. I set up two meetings on 9/10/19 and 9/12/19 to receive any feedback. On 9/10/2019, I met with Foundation Brewing and Three of Strong Spirits. On 9/12/2019 I met Austin Street Brewery and New England Distilling. I also met with Urban farm Fermentory prior to the set meetings. We discussed the reasoning behind the new ordinance and what an inspection would entail. See attached letter (A1)

Ordinance Amendments:

Staff is recommending a few amendments to the ordinance. Attached is ordinance with the requested changes (A2).

- We are requesting an amendment to Sec 3-31b to have the definition of a Brewery, distillery and winery match the state definition. This will amend the gallon amount from 50,000 to 930,000 gallons. This change occurred on 9/19/2019, which is after we implemented the ordinance. (see chart)
- Another change is 3-33a to strike out the word sell. The selling is covered under a Tasting license.

Fee Structure:

There are currently 2 Manufacturers that would fall under the Large Brewery designation. There are 28 that would fall under the small manufacturing classification. The yearly revenue is estimated to be \$11,000.00. The fees from this would cover about 15% of the salary of an additional Health Inspector.



CITY OF PORTLAND
Permitting and Inspections Department

Proposed License Type	City Fee
Small Breweries (930,000 gallons and less)	\$250.00
Large Breweries (930,001 gallons or more)	\$2000.00
Small Wineries (50,000 gallons and less)	\$250.00
Large Wineries (50,000 gallons or more)	\$2000.00
Small Distilleries (50,000 gallons and less)	\$250.00
Large Distilleries (50,000 gallons or more)	\$2000.00

We created the fees based on staff time to license and inspect the businesses. The license would be a yearly license that would expire concurrent with their State Liquor license. Currently the manufacturing is licensed by both the Department of Agriculture and Bureau of Alcoholic Beverages for the State of Maine. They are the two agencies responsible for inspections of the facilities. Neither the Department of Agriculture nor BABLO have not been in all Brewery, Distillery or Winery Manufacturers in the last two years. They inspect for new and complaints, but rarely make it for yearly inspections.

Having the City license, and have the ability to inspect, the manufacturers on a yearly basis at a minimum, would enable the City to better monitor the health and safety of the products. The need for City licensing and inspections were highlighted by some recent issues, including:

- Poor storage of grains that caused issues with rodents
- Zoning/Code violations that were not discovered as no license is required
- Smoke damage to open casks, which normally would require product to be disposed off
- Delay in State Agencies responding when there is a fire or health violation

Thank you,

Jessica B. Hanscombe
Licensing and Housing Safety Manager



CITY OF PORTLAND
Permitting and Inspections Department

August 20, 2019

Re: Brewery, Winery, Distillery Manufacturing License

Dear Business Owner

The City of Portland adopted a new ordinance that requires Brewery, Winery and Distillery Manufacturing to be licensed with Business Licensing as part of the budget process. The City Council has requested that I meet with the owners regarding any amendments that could be made to the ordinance.

This office will propose amending the language in Sec 3-31 to match the state definition of a brewery, distillery or winery. This will enable all those businesses that manufacture under 930,000 gallons to qualify for the small brewery, distillery and winery license. The fee for that license is \$250.00.

This office will also propose amending Sec 3-33 to strike out the word sell. The intent was just to license the actual manufacturing of the product.

I will be holding two sessions for any owner to come and discuss any concerns they have or to answer any questions. The meeting dates and times are:

Tuesday 9/10 2:00pm-3:00pm Room 209, City Hall, 389 Congress Street

Thursday 9/12 10:00am-11:00am Room 209, City Hall, 389 Congress Street

Please contact me directly with questions at (207) 874-8783 or jhanscombe@portlandmaine.gov Thank you.

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

ARTICLE III. BREWERIES, WINERIES and DISTILLERIES

DIVISION 1. GENERALLY

Sec. 3-31 Definitions

(a) For the purposes of this Article, the terms small brewery, brewery, small distillery, distillery, malt liquor, spirits, wine, winery and small winery shall have the same meanings as provided in 28-A M.R.S. §2, as amended hereafter.

(b) A large brewery, distillery or winery shall mean a brewery, distillery or winery that manufactures its defined product in greater quantities than those provided in 28-A M.R.S. §2, as amended hereafter~~more than 50,000 gallons of its defined product per year.~~

(Ord. No. 180-15/16, 3-21-2016; Ord. No. 244-18/19, 5/20/2019)

Sec. 3-32 Brewery, Winery and Distillery Alcohol Service License.

(a) No brewery, winery, or distillery shall serve or sell spirits, wine, or malt liquor for on-premises consumption unless it is licensed pursuant to this section and Chapter 15. This division shall apply to those who serve or sell based on a license issued pursuant to 28-A M.R.S. §1355-A(I), as amended hereafter.

(b) A brewery, winery, or distillery that is properly licensed to serve or sell spirits, wine, or malt liquor for consumption as part of its City of Portland Chapter 11 Food Service Establishment license is not required to obtain a license under this section. A brewery, winery, or distillery that is required to be licensed as a Food Service Establishment pursuant to Chapter 11, however, does not satisfy that requirement by obtaining a license under this section.
(Ord. No. 180-15/16, 3-21-2016; Ord. No. 244-18/19, 5/20/2019)

Sec. 3-33 Brewery, Winery and Distillery Manufacturing License.

(a) No small brewery, large brewery, small winery, large winery, small distillery, or large distillery, that is required to be licensed pursuant to Title 28-A of the Maine Revised Statutes shall brew, distill, or produce~~, or sell~~ spirits, wine, or malt liquor unless it is licensed pursuant to this section and Chapter 15.

(b) This license shall be in addition to any license required under Sec. 3-32 of this Code.
(Ord. No. 244-18/19, 5/20/2019)