



ECONOMIC DEVELOPMENT COMMITTEE

DATE: Wednesday, November 14, 2018

TIME: 5:30 PM

LOCATION: Council Chambers, Portland City Hall

- 1. Review and accept Minutes of previous meeting held on October 16, 2018.**
 - a. Review and accept Minutes of previous meeting held on October 16, 2018.
- 2. Update on Outdoor Dining Regulations - Jeff Levine**
 - a. See attached Memorandum from Jeff Levine.
- 3. Public Hearing and vote to recommend to the City Council proposed Amended and Restated Lease with Casco Bay Island Transit District**
 - a. See enclosed memo and backup material from Brendan O'Connell/Greg Mitchell.
NOTE: Pursuant to 1 M.R.S.A. 406(6)(C), the Committee may go into executive session to discuss negotiations for the lease of this real estate.
- 4. Workforce Development Discussion - Councilor Costa**

Verbal update at the meeting.
- 5. Update and request for direction from Office of Economic Opportunity's staffing and work force training initiatives - Greg Mitchell and Julia Trujillo**
 - a. See enclosed memorandum from Julia Trujillo.
- 6. Update on Amethyst Lot/Portland Landing Project - Ethan Hipple**

Presentation provided at the meeting.
- 7. Update on Bayside Public Works Property Sales/Development**

See enclosed memo from Greg Mitchell.

 - a. Bayside Former Public Works Property Sale Update
- 8. 2018 EDC Accomplishments**
 - a. 11-2-18 Memo to EDC- 2018 Accomplishments
- 9. Future Possible Topics - Councilor Costa**

- a. Opportunity Zone Program - See enclosed memo from Greg Mitchell.
- b. Other topics?

10. Update on Broadband Access - Jon Jennings

Verbal update provided at the meeting.

11. Executive Session: Pursuant to 1 M.R.S.A. 405(6)(c), the Committee will go into executive session to provide staff guidance related to the following:

Riverside Street sale negotiations; see enclosed confidential memo from Greg Mitchell.

- a. See enclosed Confidential Memo from Greg Mitchell.

Next Meeting Date: No scheduled meetings for December 2018.

Minutes
Economic Development Committee
October 16, 2018

NOTE: These meetings are now live-streamed, which can be viewed at this link: <http://www.portlandmaine.gov/1695/Economic-Development-Committee> These Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A meeting of the Economic Development Committee (EDC) of the Portland City Council was held on Tuesday, October 16, 2018 at 5:30 p.m. in Room 209 of Portland City Hall. Present from the Committee was its Chair Councilor Justin Costa and members Councilors Nicholas Mavodones and Spencer Thibodeau. Present from the City staff were Public Works Director Christopher Branch, Senior Planner Nell Donaldson, Associate Corporation Counsel Michael Goldman, City Manager Jon Jennings, Planning and Urban Development Director Jeff Levine, Economic Development Director Greg Mitchell, Planning Director Stuart O'Brien, and Senior Executive Assistant Lori Paulette.

Item #1: Review and accept Minutes of previous meeting held on October 2, 2018.

On motion made by Councilor Mavodones, seconded by Councilor Thibodeau, the Committee voted unanimously to accept the Minutes as presented.

Item #2: Public hearing and Vote to recommend to the City Council a proposed Impact Fee Schedule and Draft Ordinance.

Chair Costa noted that this item has been in front of this Committee a few times. At the October 2 EDC meeting, the Committee tabled this item as the Planning Board was having a

public hearing on October 9 to be followed by a possible vote to recommend it to the City Council. The EDC wanted to hear the outcome of that meeting before voting on the item.

Ms. Donaldson said that this proposed Impact Fee Ordinance came out of the Comprehensive Plan which called for planning for sustainable growth. She then described process to date - working with the consultant, stakeholders, public hearings, City Council workshop - all with the assistance of many City Departments. At the October 9 Planning Board meeting, the Board 7 to 0 to forward the proposed Ordinance to the City Council for approval.

Chair Costa noted that there has been recent email traffic on the impacts to affordable housing.

Mr. Jennings added that Councilor Ali requested information related to housing. Mr. Levine said that he did respond to the Housing Committee via email. The Department of Planning & Urban Development engaged Colliers International, a real estate services firm, to assess the potential effect of the proposed Ordinance on housing development. This analysis indicated that the fees would have a marginal effect on returns on investment in the multi-family market. Also, TischlerBise, the impact fee consultant, ran an analysis of effects on a typical single-family housing development, and found a marginal impact on housing affordability. Lastly, Mr. Levine indicated that the proposed Ordinance allows up to a 25% reduction in fees for affordable housing development.

Councilor Dusen suggested Mr. Levine include a summary of the analyses related to impact fees and housing affordability in the packet for the full City Council.

Chair Costa opened the meeting for public comment. Seeing none, the public comment session was closed.

Councilor Mavodones made a motion to forward the proposed Impact Fee Ordinance to the City Council for approval; Councilor Thibodeau seconded the motion and thanked all for their hard work to get to this point.

Chair Costa agreed and appreciated Councilor Duson taking the time to join the meeting. He was satisfied to move the item forward, noting that it is not just for revenue but to have a system for staff and the development community that is fair and predictable.

A vote was then taken on the motion and it passed unanimously.

Item #3: Public hearing and vote to recommend to the City Council proposed Purchase and Sale Agreement to sell a vacant land-locked City-owned property adjacent to the Maine Turnpike.

Mr. Mitchell said that this Committee has previously provided staff direction, in executive session, for negotiations for the sale of the subject property to Waterstone Properties Group, Inc. This site is 4.82 acres that is surplus to the City. Mr. Mitchell described the property as landlocked, CMP easements encumber the property, and it is wet. It is proposed to be sold as is, including any environmental issues, if any.

Mr. Mitchell said that an appraisal had been done, paid for by Waterstone, which appraisal came in as valuing the City property at \$0. After discussions with the City Assessor, the City offered \$11,200 as the sale price, and Waterstone agreed.

Councilor Thibodeau said that this makes sense for this landlocked property, while also noting wetlands restrictions would apply.

Chair Costa opened the meeting for public comment. Seeing none, the public comment session was closed.

Councilor Thibodeau made a motion to forward this to the City Council with a recommendation of approval; Councilor Mavodones seconded the motion.

Councilor Duson asked if the property was appropriate for housing, and Mr. Mitchell said that it was not.

Chair Costa referred to the colored maps in the packet which show how restricted the property is. He then asked for a vote on the motion and it passed unanimously.

Item #4: Discuss City staff recommendation to proceed with issuing a Request for Proposal to conduct a feasibility and marketing analysis to support a Portland convention center.

Chair Costa said that this is a relatively new item that the City Manager has requested feedback from the Committee.

Councilor Thibodeau noted he heard about this from the Maine Convention Center Collaborative when ex-Councilor David Brenerman was chairing this Committee.

Mr. Mitchell said that this proposed study is needed based on how Portland's environment has changed with all the development that is going on, including many new hotels.

Mr. Jennings said that this is an initial discussion today, noting that the last study was done around 2002. Recently, a lot of work has been done by the private sector, and now the City can help lead that effort with a private/public partnership to fund the cost of the study. Portland is turning away this business now due to lack of a facility. Staff's recommendation is to pursue an RFP to look at new market feasibility information.

Councilor Mavodones said that he willing to explore this, and asked about the cost to have this study done and who the partners would be.

Mr. Jennings said the RFP would request that pricing and noted that for one, the Chamber would be a partner, while also noting that he is currently talking with others.

Councilor Thibodeau also supported the study with a private/public partnership to fund it. He also curious how others convention centers have worked, particularly in Boston, and what it means for transportation issues.

Chair Costa also supported this, but would like to know the partners and their involvement. He also suggested a communication be given to the City Council regarding this.

Councilor Duson also supported the private/public partnership to move the study forward.

Mr. Jennings thanked the Committee for their feedback and would be back before the Committee in early 2019.

Item #5: Discuss future November EDC Meeting Dates.

After discussion, it was agreed that the next EDC meeting would be on Weds., November 14, 2018 at 5:30 p.m.

Possible topics for this meeting and/or future meetings include:

- Update on Broadband for the City;
- Update on proposed Outdoor Dining Ordinance;
- Update, or a communication, on the Office of Economic Opportunity and work force training;
- Update on the sales of the former Public Works Bayside properties;
- Update on the Amethyst lot.

Chair Costa advised staff to determine what is feasible to have on the November 14th Agenda. He also noted, periodically, staff could provide a brief, 3-minute update on development in general in Portland.

Item #6: Executive Session: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee will go into executive session to provide staff guidance related to the following:

a. Negotiations on the proposed Casco Bay Island Transit District Amended and Restated Lease - verbal update on negotiations to date.

Councilor Mavodones said that he has a conflict of interest in that his employer is Casco Bay Island Transit District; he then left the meeting.

(Note: Councilor Duson also left the meeting at this time.)

On motion made Councilor Thibodeau, seconded by Chair Costa, the Committee voted unanimously at approximately 6:30 to go into executive session pursuant to 1 M.R.S.A. 405(6)(C) to provide staff guidance regarding lease negotiations with Casco Bay Island District. At approximately 6:55 p.m., the Committee came out of executive session and the meeting was adjourned.

Respectfully, Lori Paulette



Jeff Levine, AICP
Director, Planning & Urban Development Department

Memorandum

To: Economic Development Committee
From: Jeff Levine, Director
Date: November 8, 2018
Re: Parklets Update

After your meeting in July, you requested we conduct additional public outreach to stakeholders to ensure that we had incorporated a range of views into our potential changes to the outdoor dining regulations to permit limited use of on-street spaces.

In order to assemble a variety of stakeholders in an efficient manner, I contacted Portland Downtown and sought their ideas. They suggested I present the parklets concept at two of their committee meetings. I presented the material to their *Nightlife Oversight Committee* on October 16th at their monthly meeting. I also presented the material at their *Merchants' Committee* monthly meeting on November 1st. Both meetings were well attended and resulted in a robust discussion about the concept. While we did not ask for any votes or formal feedback, the discussion resulted in some changes to the possible language. In general, both groups seemed open to the proposed language. The Merchants' Committee had some concerns about the impact on parking supply and public safety access generally, but given the limited scale of the proposed language, did not raise major concerns.

The version before you includes the following changes:

- Clarifying that there needs to be a 12' clear space in any roadway that remains open, to allow public safety access;
- Changing from a prohibition on use of parklets on any street with more than 2000 AADT – which would preclude almost every street in the Old Port – to a more comprehensive limitation on use of roads with higher speed limits, higher AADT's, or high functional classifications;
- Allowing for a options – primarily for Wharf Street- whereby if the street were entirely closed to traffic for part of the day, outdoor dining might be allowed in the street, leaving sidewalks entirely clear for pedestrians;
- Increased the daily fee to \$30 to more accurately cover our costs; and
- Added a cap of 5 parklets at one time to reflect the pilot nature of this effort.

I look forward to your thoughts.

Dining Areas in Public Spaces other than Sidewalks or Public Parks

The City has determined that, in some areas of the City where there are businesses that are unable to locate outdoor dining on City sidewalks or public parks abutting their businesses and there is adequate space in the street to accommodate outdoor dining without compromising safety, dining may be offered in public parking or other public spaces.

Pursuant to Chapter 25 of the City's Code of Ordinances, a permit is required for expanding food service to the outside of all properties. Outdoor dining permits for parking and other alternative public spaces will be issued under Chapter 25 and these regulations pursuant to the following requirements.:

- Any food service operation located on City property pursuant to a permit issued hereunder must comply with state and local laws with respect to service of food and/or alcohol;
- For any outdoor dining operation located in a public parking space, the permit holder shall construct a platform, on which tables and chairs will sit. The platform must be built of durable, slip resistant materials such as composite plastic or construction-grade lumber. This platform may remain for the entire outdoor dining season (April 1-November 15) but must be removed upon conclusion;
- Any space occupied hereunder must be laid out in such a way that it complies with the requirements of the Americans with Disabilities Act. The required platform must be flush with any abutting sidewalk.
- Any movable items on the outdoor dining area must be secured against wind and theft and locked or removed when the business is closed.;
- Any outdoor dining spaces permitted hereunder must be located immediately in front of the business. Where parking spaces are not striped (such as in multispace meter areas) the location of any outdoor dining space must be located to minimize loss of effective parking spaces. The precise boundaries of outdoor dining spaces will be determined by the City in its sole discretion.
- Any outdoor dining space must provide railings or other substantive barriers *along the edges* to protect patrons;
- Wheel stops satisfactory to the Permitting & Inspections Director must be placed at the front and rear sides of the outdoor dining platform, no less than 4 feet from the edges of the platform. In addition, flexible bollards shall be provided at the corners of the platform (see illustration);
- Construction of the platform must allow water runoff to easily flow under platform;
- No attachments to the pavement or curbing are permitted;
- No covers are permitted over the outdoor dining space other than umbrellas;
- No advertising other than labels identifying the business is permitted on the outdoor dining space;
- No permit shall be issued for outdoor dining in these locations if there is a feasible alternative space on the sidewalk or an appropriate public park;
- No outdoor dining space in the vehicular right of way is permitted within 15' of an intersection;
- ***No outdoor dining space will be permitted within the vehicular right of way on a high traffic street, as determined by Public Works. Generally, these streets have a speed limit of over 25 miles per hour, a traffic volume of over 5,000 AADT, or a functional classification of Arterial or above;***
- ***No outdoor dining space will be permitted on a street that does not have 12' clear in the middle after all parking and platforms are accounted for; and***

- ***In any street that is entirely closed to traffic at certain times of the day, the street may be used for outdoor dining subject to relevant requirements listed above, adjusting for the unique condition of an entirely closed street.***

Method of Review: No more than 5 of these locations shall be permitted at one time.

Identification of appropriate locations for outdoor dining is ultimately at the discretion of the Director of Permitting & Inspections. Permits issued under these regulations are revocable at the City's discretion for any reason, including but not limited to, the permit-holder's failure to comply with these regulations, any unforeseen safety concerns, and City operational concerns or needs. No more than one of these spaces will be permitted on each side of a city block.



Sample Parklet in Bethlehem, PA (Source: <https://www.lehighvalleylive.com>)

Renewal applications will get priority, provided the requested space satisfies the City's public safety review and the applicant has complied with the requirements outlined herein. After that, applications will be approved on a first come, first-served basis,

Additional Requirements: If a location is approved under this section, the following financial and insurance requirements shall apply:

1. The permit fee shall be **\$30.00 per day** for each day that a parking space is occupied (which amount will be determined at the time the permit is issued) in addition to any applicable licensing fees;
2. The Applicant shall procure and maintain occurrence-based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Liability Insurance, the Applicant shall name the City as additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. The Applicant will provide the City and thereafter maintain a certificate of

insurance evidencing such coverage, which certificate shall guarantee thirty days' notice to the City of termination of insurance from the insurance provider or agent. The Applicant shall also provide a copy of any endorsement naming the City as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.

DRAFT



Jeff Levine, AICP
Director, Planning & Urban Development Department

Memorandum

To: Economic Development Committee
From: Jeff Levine, Director
Date: July 12, 2018
Re: Outdoor Dining Parklets

Earlier this year, the State Legislature amended 28-A MRSA §1051, sub-§3 to allow for sale and consumption of alcohol in an area not contiguous to licensed premises. This amendment allows for serving of alcohol in places that did not previously permit such service, such as outdoor dining areas that are not immediately outside the door of a restaurant. It would permit, for example, use of an existing parking space as an outdoor dining area that could serve drinks.

The City's current outdoor dining regulations have a limited allowance for use of parking spaces as so-called "parklets" that can allow for service of food. However, in practice this option has not been utilized due to limitations on serving of alcohol. With passage of this amendment, staff believes there will be renewed interest in this option, especially for restaurants and bars that do not have adequate space on the sidewalk for outdoor dining.

Use of parking spaces or similar areas for "parklet" dining areas has become more common in other metropolitan areas over the past 15 years. San Francisco, Salt Lake City, and Halifax, among other cities, have made widespread use of this option as a way to liven up the streetscape and provide additional opportunities for restaurants and bars. This opportunity needs to be balanced with public safety concerns, parking needs, and other factors that require a thoughtful set of regulations.

Outdoor dining is regulated under Section 25-28 of the City Code. That section authorizes the City Manager to promulgate regulations governing outdoor service. These regulations were most recently amended in 2016 to ensure that adequate sidewalk space is maintained for those with mobility issues. Any changes to permit parklets would be added to these regulations.

Attached is a draft of language that would be added to the outdoor dining regulations to permit use of parklets under the new state ordinance. We are seeking to give you an overview of what they include and gather your feedback before adopting any amendments. As with the food truck regulations, we have chosen to start somewhat conservatively with these regulations in order to ensure we are not creating unforeseen issues as this concept comes to Portland.

**MEMORANDUM**

TO: Members of the Economic Development Committee

FROM: Brendan T. O'Connell, Finance Director
Greg Mitchell, Economic Development Director

CC: Jon P. Jennings, City Manager

DATE: November 9, 2018

SUBJECT: **Casco Bay Island Transit District Draft Lease**

Background

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District ("CBITD" or "the tenant") for their public transit operations in Casco Bay. The Current lease expired in June 2018, but the parties have continued to perform their obligations under that lease (the "Current Lease"). Based on guidance from the Economic Development Committee earlier in 2018, a draft lease is now ready for Committee and City Council approval (the "New Lease").

Additional Details of Draft Lease

CBITD has noted a long-term agreement is essential to preserve previously approved Federal and State transportation funding of \$7M+ and obtain new grants to improve the property and maintain / upgrade their fleet. CBITD has noted they will be required to prove right title and interest in the property they are improving to obtain permits and future grants. To ensure CBITD has the longer-term lease they desire, the New Lease being brought forward to Committee is a 20-year lease with automatic 1-year renewal terms. Termination is permitted after the initial 20-year term with 1-year notice. Expiration of the initial 20-year term coincides with the expiration of the Casco Bay Garage Condominium Association, at which point the City will have significant flexibility over Casco Bay Garage operations.

Under the Current Lease, the tenant pays minimum rent of approximately \$16,000 annually (or 5.4% of tours and charters revenue, whichever is greater). This rent is deposited into a Maintenance Fund which CBITD may use for major repair and maintenance of the leased premises. The City is also required to deposit 50% of all net revenues from our share of ownership of the Casco Bay Garage (up to \$150,000 annually) into this Maintenance Fund. Any remaining net revenues from City ownership in the Casco Bay Garage are then required to be deposited into the Excess Fund. Money in the Excess Fund is available on a priority basis to CBITD for their capital needs (which have almost always exceeded the amount of available Excess Funds).

Under the New Lease, the basic lease structure remains the same. CBITD will now pay minimum rent of \$20,000 (or 5.4% of tours and charters revenue, whichever is greater) and this minimum rent will be

indexed to CPI. Instead of going into the Maintenance Fund, this rent will now be deposited into a Capital Reserve Fund which will be used to maintain the Casco Bay Garage. Adding a Capital Reserve Fund was an essential part of negotiations for the City – ensuring there was a pool of annual funding being set aside for any required garage repairs above and beyond net garage revenues within any given fiscal year.

Under the New Lease, the Maintenance Fund deposit increases to \$160,000 annually (it had been capped at \$150,000 for over 30 years) and any remaining portion of the City's share of the net garage revenues are still deposited into the Excess Fund. It is worth noting that 5.4% of CBITD's tours and charters revenue significantly exceeds the \$20,000 minimum rent and we expect between \$45,000 and \$70,000 per year to be deposited into the Capital Reserve Fund over the life of the initial lease term.

It is noted that there is no change to the leased premises,¹ which extends beyond the ferry terminal footprint to include ferry berthing areas (over submerged land) and a portion of the public rights-of-way located on the Maine State Pier. The leased premises includes existing public access and use easements which enables some reconfiguration of the existing parking island, if needed, in the future to support increased utilization of the Portland Ocean Terminal.

One last change from the Current Lease to the New Lease worth mentioning was a request from CBITD to be permitted to have a food vendor or small café on site in order to provide coffee / snacks for their patrons. CBITD made it clear they were not seeking a full-service restaurant and that no plans to add any food vendor on site were imminent. The request for the lease amendment was simply to give themselves flexibility to add a small café or perhaps have a food vendor on site at some point in the future as an added convenience for passengers.²

There are so many benefits to the City of Portland, the State of Maine, and the region as a whole from the current arrangement permitting CBITD to operate on City property on the Portland waterfront. Among these benefits, CBITD is performing a valuable service, providing ferry transportation in Casco Bay to our residents, businesses and visitors. Additionally, CBITD is bringing millions of State and Federal transportation dollars into the region to support mass transit. After several failed attempts to negotiate an extension over the past several decades, staff is very pleased to present this New Lease between CBITD and the City to the Committee. We would like to thank Associate Corporation Counsel Michael Goldman, Facilities Director Kathy Alves, Waterfront Coordinator Bill Needelman, Casco Bay Lines and Casco Bay Lines General Manager, Hank Berg, and their Counsel, Kelly MacDonald and John Lightbody, for their collaboration as this lease was put together. Please let us know if you have any questions. Staff from both the City and Casco Bay Lines will be in attendance to answer any questions.

¹ Appendix A to the lease, which is a diagram of the premises, is in draft form. The parties are working on several changes that will not substantially impact the leased premises.

² There may be minor non-substantive changes to the insurance provisions in the New Lease. Corporation Counsel's office is working with CBITD and our insurer to ensure that proper liability coverage is in place. The insurance provisions will be in final form before presenting the lease to the City Council.

AMENDED AND RESTATED LEASE AGREEMENT

BY AND BETWEEN

CITY OF PORTLAND

AND CASCO BAY ISLAND TRANSIT DISTRICT

AGREEMENT made this ____ day of _____, 2018, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the “CITY”) and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate duly organized under the laws of the State of Maine and located in the city of Portland (hereinafter the “CBITD”).

WHEREAS, the City has constructed a Casco Bay Ferry Terminal (the “Terminal”) and adjacent parking garage (the “Garage”) on the west side of the Maine State Pier using Federal, State, city, and private funds (collectively, the “Project”) and CBITD has made and paid for, with the assistance of state and federal grants, significant improvements to and expansions of the Terminal; and

WHEREAS, the CBITD has occupied and continues to occupy the Terminal and certain other premises under a lease dated March 5, 1985, as amended by a certain Amendment No. 1 to Lease Agreement dated March 5, 1987, an Amendment No. 2 to Lease Agreement dated September 21, 1988, a Third Amendment to Lease Agreement dated April 29, 1996, a Fourth Amendment to Lease Agreement dated July 1, 2004, and a Fifth Amendment to Lease Agreement dated August 12, 2013 (collectively, the “Existing Lease”), and island residents and others have used the Garage; and

WHEREAS, the City and CBITD desire to enter into a new and amended lease agreement to extend CBITD’s use of the Terminal and make other changes as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, CITY and CBITD hereby mutually agree that the Existing Lease be amended and restated as of the Effective Date (as defined in Article 1).

ARTICLE 1. AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (sometimes referred to as “this Lease” or “this Agreement”) amends and restates the Existing Lease in its entirety. Effective as of October 1, 2018 (the “Effective Date”), the Existing Lease shall be deemed amended and restated so as to contain all of the terms of this Lease, and this Lease as amended and restated shall govern all future rights, obligations, duties and liabilities of the parties.

ARTICLE 2. GRANTING OF LEASEHOLD; PREMISES

CITY hereby agrees to lease to CBITD and CBITD does hereby agree to lease of and from CITY the premises described below upon the terms and conditions specified herein. Said premises are located on the westerly side of the Maine State Pier and shall include Lot 1 on Sheet 2 of 2 of the City's Subdivision Plan entitled, "Amended Revised Subdivision Plan of Maine State Pier and Vicinity, City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated September 20, 1988, which Amended Revised Plan is recorded in the Cumberland County Registry of Deeds in Plan Book 174, Page 8 (the "Subdivision Plan"), and an additional 25 foot area for berthing only alongside CITY's pier towards Commercial Street, all as generally depicted on the diagram attached hereto as Appendix A (collectively, the "Premises"). In the event of a conflict between the Subdivision Plan and Appendix A, the Subdivision Plan shall govern.

CBITD's leasehold in the Premises and the permissions granted under this Amendment are subject to the following easements:

- A. Easement Deed, dated March 5, 1987, to Portland Water District recorded in the Cumberland County Registry of Deeds, Book 7660, Page 152;
- B. Easement Deed, dated March 5, 1987, to New England Telephone recorded in the Cumberland County Registry of Deeds, Book 7660, Page 148;
- C. Easement Deed, dated March 5, 1987, to Central Maine Power Company recorded in the Cumberland County Registry of Deeds, Book 7660, Page 150;
- D. CBITD's leasehold in the PREMISES as provided in this ARTICLE, is subject to the Amended and Restated Deed Indenture, dated September 20, 1988, recorded in the Cumberland County Registry of Deeds, Book 8507, Page 210, which Amended and Restated Deed Indenture describes reciprocal easements by and among the CITY of Portland, Casco Bay Island Transit District and Bath Iron Works, for pedestrian and vehicular rights of way and navigational rights.

Except as provided below for a public right-of-way and any other easements and encumbrances of record, CBITD shall have the exclusive use of the Premises for the purposes provided herein. CBITD may control and restrict the public use of the Premises as it deems necessary in carrying out its operations under this Agreement.

Notwithstanding the foregoing, CBITD shall permit and maintain public rights of way for pedestrian and/or vehicular traffic over the Premises in order to permit the public with safe access along the entirety of the Maine State Pier. CBITD agrees to execute any reasonable documents necessary to identify and effectuate said access. CBITD specifically acknowledges and agrees that to the extent that any traffic islands, any vehicle parking or parking spaces, or any other uses or encroachments on the Premises (collectively, the "Encroachments") interfere with the vehicular and pedestrian rights of way described in this Article or the documents referenced in this Article, the CITY reserves the right to remove, or require CBITD to remove, such Encroachments upon six months prior written notice to enforce its vehicular and pedestrian rights of way. To the extent that CBITD did not install or create the Encroachments, the CITY

will be responsible for the cost of their removal. In the event that the CITY requires CBITD to remove any parking spaces on the Premises, the CITY will work cooperatively with CBITD to assist it in finding replacement parking; provided, however, that nothing herein requires the CITY to locate, provide or pay for such replacement parking. In addition, CBITD will work cooperatively with the City in the City's efforts to lease out the Portland Ocean Terminal on the east side of the Maine State Pier.

ARTICLE 3. TERM

The initial term of the Lease shall commence on the Effective Date and terminate twenty years thereafter on September 30, 2038 (the "Initial Term") and thereafter shall be automatically renewed for an unlimited number of one year terms (each a "Renewal Term") until terminated with at least one year's written notice by either party to the other, provided that such notice shall be effective only at the end of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms may be referred to collectively as the "Term."

ARTICLE 4. USE OF PREMISES

A. CBITD shall have the right to use the Premises solely for activities which it is legally authorized to undertake in providing public water transportation services between and among the islands of Casco Bay and the mainland.

Notwithstanding the foregoing, the principal use of the Premises under this Agreement shall be provision of public waterborne passenger, vehicle, freight and mail transportation to, from and between said Casco Bay Islands, and related waterborne activities including tours and cruises, charters and catering.

In addition, CBITD may perform routine maintenance and repair of its vessels at the Premises, so long as such repair does not result in excessive noise or disruption to the public, to other users of the Maine State Pier or to other water activities, and so long as such activities comply with all federal, state and local pollution and safety laws, rules, regulations, ordinances and any other applicable standards. If the CITY determines that boat repair activities are in violation of this paragraph, CITY shall give CBITD notice of said violation and CBITD shall immediately come into conformity under this subsection or shall cease its offending repair activities. CITY'S determinations as to a violation under this paragraph shall be final but shall not be arbitrary or capricious.

B. To the extent applicable, CBITD agrees to adhere to a policy of non-discrimination in its provision of services to the public in the performance of its obligations pursuant to this Agreement. This shall include, to the extent applicable, compliance with Title II of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; the Maine Human Rights Act; and all other laws, ordinances, and regulations regarding equal opportunity and equal treatment. CBITD specifically agrees that all service-related decisions will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, or any other protected group status as defined by applicable law.

C. CBITD agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. To the extent applicable, this shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. CBITD specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by CBITD where appropriate.

D. In addition to the foregoing uses, CBITD may install vending machines for candy, snacks, drinks and other similar vendable items and/or a souvenir concession stand for the sale of souvenirs related specifically to the Casco Bay Islands and/or a sandwich shop, café, or similar food establishment. Said souvenirs may include postcards, maps, key chains, tee-shirts, mugs and other similar souvenir items and identified in some manner with the Casco Bay Islands and/or the Casco Bay Island Transit District. Said concession and food establishment activities shall be incidental only to CBITD's primary use of the Premises for mass transportation services.

E. All uses of the Premises other than as provided herein shall be subject to the prior written approval of the CITY'S Director of Public Buildings or other designee of the City Manager (hereinafter the "Director").

ARTICLE 5. NET LEASE

It is the intention of the parties that all amounts payable hereunder shall be net to the CITY so that this Agreement shall yield to CITY the net annual payment specified herein during each year of the Term, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises shall be paid by CBITD, except as specifically provided herein.

ARTICLE 6. RENT

A. CBITD covenants and agrees to pay to CITY for its use of the Premises, without offset or deduction except as provided herein, an annual rent equal to the greater of Twenty Thousand Dollars (\$20,000.00) ("Minimum Rent") (subject to the Inflation Adjustment set forth

in subsection D below) or Five and Four Tenths Percent (5.4%) of all of CBITD'S gross revenues from the following:

- i. Tours and cruises;
- ii. Charter operations; and
- iii. The food establishment referenced in Article 4 of this Lease.

A portion of the Minimum Rent shall be paid in advance on or before the first of each month in equal monthly installments of \$1333.33 (the "Monthly Installments").

B. No later than November 15th of each year during the term of this Lease, CBITD shall pay to CITY an amount equal to (i) 5.4% of its gross revenues as provided in Section A above for the prior full year from October 1 to September 30 (the "CBITD Fiscal Year") (or part thereof if applicable in the first or last year of the Term of this Lease), less (ii) the sum of the Monthly Installments paid during the previous CBITD Fiscal Year (the "True Up Amount"), but in no event shall the True Up Amount be less than the excess of the applicable Minimum Rent over the sum of the Monthly Installments paid during the previous CBITD fiscal year. The sum of the Monthly Installments and the True Up Amount is referred to herein as the "Annual Rent." The Annual Rent shall be deposited into a capital reserve fund which will be used solely for capital maintenance of the Casco Bay Parking Garage (the "Garage Capital Reserve Fund").

All amounts due as a percentage of gross revenues shall be subject to a final audit determination. In the event of any overpayment, CITY shall repay CBITD the amount so overpaid within sixty (60) days of said final audit determination and in the event of an underpayment, CBITD shall pay CITY any amount unpaid within sixty (60) days of said final audit determination.

C. A late charge of One and One-Half (1-1/2%) per month shall be charged and applied to any amount not paid when due. Collection costs, legal fees, and administration costs associated with collection of late payments shall also be charged to the party who has made the late payment, who shall pay such costs within ten (10) days of receipt of a bill therefor.

D. Commencing October 1, 2019, and for each CBITD Fiscal Year thereafter during the Initial Term, the Minimum Rent shall be increased by the annual rate of inflation for the twelve (12) months immediately preceding, but in no event shall such increase exceed 5%. Said annual rate of inflation shall be the overall percentage change in the United States Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, Boston, Massachusetts (all items = 100) (hereinafter "CPI – Boston") (the "Inflation Adjustment"). In the event the United States Bureau of Labor Statistics discontinues the issuance of said CPI – Boston, the parties shall choose another broad-based cost of living index which is substantially equivalent to the discontinued index and which is then issued by the equivalent to the discontinued index and which is then issued by the United States or the State of Maine.

ARTICLE 7. UTILITIES; ASSESSMENTS

A. CBITD shall be responsible for all electric, water, sewer, gas, heat, telephone, internet or other communications, or any other utility charge, fee, or assessment whatsoever, including any late fees, interest or penalties, and for any assessment, tax, or other charge, which CBITD is, or may be, subject to under State law, related to CBITD'S interest in, use of, and activities on the Premises. Notwithstanding the foregoing, CBITD shall not be responsible for paying the CITY'S Stormwater Service Charge for the Premises, which will be a responsibility of the CITY.

CBITD shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are necessary in order to service the Premises for the purpose of CBITD's operation of its ferry service, and CITY covenants and agrees to join therein, if legally required or to consent thereto, and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same, all at CBITD'S cost and expense. Notwithstanding anything to the contrary above, CBITD shall not have the right to enter into such agreements or grant such easements to the extent that they interfere with the CITY's use of the Portland Ocean Terminal, the Maine State Pier, or other City property interests on or near the Premises.

B. If any taxes are assessed or levied upon CBITD, they shall be paid directly to the taxing authority. CBITD shall be deemed to have complied with the covenants of this Article if payment of such taxes shall have been made either within any period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest or before the same shall become a lien upon the Premises, and CBITD shall produce and exhibit to CITY satisfactory evidence of such payment.

The CBITD shall have the right to contest or have reviewed all of such taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, CBITD shall conduct promptly at its own cost and expense and at no expense to CITY, and if required by law, in the name of and with the cooperation of the CITY, and CITY shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, CBITD shall promptly pay all such taxes if at any time the Premises, improvements thereon, or any part of them, shall be imminently subject to forfeiture or if CITY shall be subject to any criminal or civil liability arising out of the non-payment thereof.

ARTICLE 8. REPAIRS AND MAINTENANCE

A. At all times during the term of this Lease, CBITD shall, at its sole cost and expense, except as specifically herein provided, keep the Premises in as good order and repair, reasonable wear and tear excepted. CBITD shall be responsible for all costs and expenses associated with its operation and all costs of maintenance, repair and replacement of all aspects of the Premises, including but not limited to minor and major repairs and replacement of all interior, exterior, and structural portions of the Premises; including, without limitation, interior and exterior walls, doors, windows, floors, ceilings, roofs, stairways, and any other structural portions of the Premises; and including without limitation all plumbing, electrical, mechanical,

heating, ventilation, and air conditioning systems in the Premises; and including without limitation, custodial services, security services, removal of debris, trash and recyclable materials, plowing, shoveling, sanding, salting, and clearing the Premises, except only as otherwise specifically provided in Section B below.

B. Notwithstanding the foregoing, CITY agrees to provide snow plowing, sanding, salting and clearing of all of the access road and traffic turn-around and the vehicle staging area, all approximately as indicated on Appendix A, and the pedestrian walkway along the west side of the Pier from Commercial Street to the Premises.

The CITY by its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of CBITD'S operations as is reasonably practicable) to enter upon and in the Premises without charge for the following purposes:

1. Inspection. To inspect the Premises to determine whether CBITD has complied and is complying with the terms and conditions of this Agreement.

2. Maintenance. To perform maintenance and make repairs and replacements in any case where CBITD has failed to carry out its obligation to do so, but only after the CITY has given CBITD reasonable notice under the circumstances to perform its obligation. In that event, CBITD shall promptly upon demand reimburse the CITY for the reasonable cost of the CITY'S performing CBITD'S maintenance or repair obligation as additional Rent.

C. CBITD is currently in possession of the Premises and does hereby accept the Premises and any Common Areas in their present condition, "AS IS, WHERE IS and WITH ALL FAULTS" and CBITD shall make no significant structural alteration to them without the prior written consent of the City, not to be unreasonably withheld or delayed. CBITD, at its sole expense, shall be responsible for maintaining, repairing, or replacing the Maine State Pier's structural elements that are part of the Premises, including, without limitation, its pile caps, stringers, and decking within the leased Premises.

ARTICLE 9. MAINTENANCE AND EXCESS FUNDS

A. In order to assist CBITD with expenses associated with major maintenance, repair and replacement of any aspect of the Premises and the capital equipment used in operation of its mass transportation service, CITY agrees to establish a maintenance fund (hereinafter the "Maintenance Fund") as provided herein.

B. The Maintenance Fund will consist of Fifty Percent (50%) of the Annual Net Revenues (as defined below) from the City's ownership interest in the Garage.

C. Annual Net Revenues shall mean:

1. The net revenues received by the City from operations of the Garage. The term "net revenues" means gross revenues minus operating costs as defined by the CITY'S Finance Director using generally accepted accounting principles.

2. Less the sum of the following, to the extent not previously subtracted:

(1) the City's annual cost of all casualty insurance purchased by the City covering the Premises, including the Terminal, the Parking Garage Building and other improvements thereon, plus

(2) the City's future capital expenses related to the Garage that are not paid out of the Garage Capital Reserve Fund and are not financed; plus

(3) The City's debt service related to future borrowings to fund future capital expenses related to the Garage that are not paid out of the Garage Capital Reserve Fund.

CBITD, upon reasonable notice to CITY'S Finance Director and during regular business hours, may review and copy, at its own cost and expense, CITY'S records on the Maintenance Fund.

D. Notwithstanding the above, the balance in the Maintenance Fund shall not exceed at any time One Hundred Sixty Thousand Dollars (\$160,000), which amount shall be increased by \$5,000.00 on the fifth, tenth, and fifteenth anniversaries of the Effective Date (the "Maintenance Fund Maximum").

E. Use of Funds. The Maintenance Fund will be available to CBITD to cover the cost, in whole or in part, of any major repairs, maintenance, or replacement of or on the Premises or any capital equipment used by CBITD. Prior to requesting assistance from the Maintenance Fund, however, CBITD will make a good faith, diligent effort to obtain any State or federal funds available for capital or similar assistance. CITY will cooperate with and assist CBITD in that effort. If, after reasonable effort, such external funds are not available to CBITD, CITY will disburse funds to CBITD for said major repairs, maintenance, and replacement under procedures to be established by the CITY'S Finance Director. If said funds are not adequate, then CBITD may request assistance of the City Council of the CITY, but nothing herein shall obligate said City Council to provide assistance to CBITD.

Amounts in the Maintenance Fund may also be used as matching funds for federal or State capital assistance grants, and may be available to CBITD for short-term loans, on terms and interest rates acceptable to the CITY, provided that CITY shall not unreasonably withhold its approval thereof.

F. Eligible Expenditures. The Maintenance Fund will be available for use by CBITD for major capital costs related to its public transportation operations on or from the Premises, with first priority for capital costs for repair and maintenance of the Premises themselves. Such eligible costs may include, but are not limited to, the following:

1. Replacement of capital equipment;
2. Replacement of motor vehicles used regularly in CBITD'S operations;
3. Major rehabilitation or the Ferry Terminal of Vehicle Transfer Bridge;

4. Major resurfacing or rehabilitation of the paved surfaces and the covered walkway within the Premises;
5. Major pier repairs;
6. Energy retrofitting; and
7. Other major repairs and maintenance of a similar kind.

The following are examples of expense that are not eligible for funding from the Maintenance Fund and are part of CBITD'S operating expenses: Spot roof repairs, touchup painting, minor redecking and pavement patching, spot repairs and/or replacement of fixtures, custodial, security or other services, plowing, sanding, or salting of the Premises and similar expenses. Said examples are illustrative only and are not intended to be an exhaustive listing.

G. Excess Fund. In addition to the foregoing, CITY shall set aside into a separate fund to be established by the CITY (hereinafter the "Excess Fund") One Hundred Percent (100%) of the remaining Annual Net Revenues after all payments to the Maintenance Fund and shall make all amounts in the Excess Fund available on a priority basis:

First, to CBITD for capital costs associated with its public transportation operations in Casco Bay as set forth in subsection F above; and

Then, to be disbursed by the CITY to all other mass transportation needs and not limited to capital expenditures.

Decisions as to the distribution and disbursement of the Excess Fund shall be made annually as part of the CITY'S budget process and the burden will be on CBITD to justify its need for funds in excess of the Maintenance Fund which shall continue to be available solely for CBITD'S use.

ARTICLE 10. FEDERAL AND STATE FUNDS; APPROVALS

It is specifically understood and agreed that to the extent that this Agreement is subject to approval by the FTA, the State of Maine Public Utilities Commission, and Department of Transportation or any other state or federal department or agency, both parties agree to work in good faith with said federal and State agencies and to execute any amendments to this Agreement as may be reasonably required by said agencies.

ARTICLE 11. COMPLIANCE WITH LAWS

A. Upon execution of this Agreement and throughout the Term hereof, CBITD shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, requirements, order, directives, rules and regulations of the federal, state, and county and city governments, and of all other governmental authorities affecting CBITD, the Premises or appurtenances thereto, or any part thereof, whether the same are in force at the commencement of the term of this Agreement or may in the future be passed, enacted or directed, and CBITD shall pay all costs, expenses, liabilities, losses, damages, fines, penalties,

claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed on CITY because of failure to CBITD to comply with the covenants of this Article.

B. CBITD shall have the right but not the obligation to contest by appropriate legal proceeding conducted diligently and in good faith in the name of the CBITD or CITY (if legally required), or both (if legally required), without cost or expense to CITY, the validity or application of any law, ordinance, rule, regulations, or requirement of the nature referred to in the preceding Section A, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, CBITD may delay such compliance therewith until the final determination of such proceeding.

C. In the event CITY agrees that such contest is appropriate, CITY agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit CBITD so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

D. In the event that a law, rule, or other requirement is finally determined to apply to CBITD, CBITD agrees to execute any amendment to this Agreement to the extent such amendment is made necessary by the applicability of said law, rule or other requirement.

ARTICLE 12. INDEMNITY

A. Subject to and limited by defenses, immunities or limitations of liability or damages available to CBITD 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 parties, CBITD shall at its own expense defend, indemnify, and hold harmless CITY, its City Council, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgment, just and unjust, arising from injury or death to any person or property damage sustained by anyone in and about the Premises or as a result of activities or service at or from the Premises and resulting from any negligent act or omission of CBITD, its officers, agents, servants, employees, or persons in privity with CBITD, unless the CITY, through its negligent act or omission, is more than 50% responsible for such injury, death, or property damage.

B. CBITD shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or which CITY may be impleaded with others upon any such matter, claim or claims defined in Paragraph A above, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits or actions at its own discretion and at its own expense, and no such suit or action shall be settled without prior consent of the CITY as the case may be. Such obligation of indemnity and defense shall not be construed to negate or abridge any other right of indemnification or contribution running to the CITY which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

C. Without limiting the foregoing, to the fullest extent permitted by law, CBITD hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to CBITD's officers, agents, employees,

contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the Premises or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the CITY harmless from any liability, claims, penalties, expenses, judgments, or losses arising from or related to such injury, harm or damage.

D. Covenant against liens: CBITD shall not cause or permit any lien against the City's property or any improvements thereto to arise out of or accrue from any action or use thereof by CBITD and shall hold the City harmless therefrom; provided, however, that CBITD may in good faith contest the validity of any alleged lien. Upon request of the City, CBITD shall post a bond warranting payment of any such lien in the event CBITD contests such lien.

E. Nothing in this Article shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the parties 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 parties.

F. Survival. The Terms of this Section shall survive the expiration or termination of this Agreement.

ARTICLE 13. INSURANCE

A. Prior to occupancy of the Premises, CBITD shall procure at its own expense and maintain throughout the Term of this Agreement the following insurance coverages in form and substance reasonably acceptable to the CITY:

1. General Liability insurance coverage conforming to the Maine Tort Claims Act in the amount of not less than Four Hundred Thousand Dollars (\$400,000) per occurrence for bodily injury, death and property damage;
2. Automobile vehicle liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury, death and property damage;
3. Workers' Compensation insurance, including USL&H coverage, as applicable, in the statutory amount; and
4. Terminal Operator's Legal Liability, and Protection & Indemnity/Collision Liability (including Jones Act coverage) insurance coverages in an amount of not less than One Million Dollars (\$1,000,000) per occurrence [**DOES THE CITY'S COVERAGE REQUIRE TERMINAL OPERATOR'S LEGAL LIABILITY COVERAGE; AND IF SO DOES CBITD HAVE IT?**].
5. Vessel Pollution liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence. The pollution liability policy shall provide coverage for pollution remediation costs.

With respect to the General liability, Automobile liability, Terminal Operator's Legal liability, Protection & Indemnity/Collision Liability and Vessel Pollution liability insurance coverages, CBITD shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived, including but not limited to 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Lease, CBITD shall furnish the CITY and thereafter maintain certificates evidencing all such coverages. For coverage provided by CBITD through a self-insured program, CBITD shall notify CITY upon its receipt of notice of or impending notice of termination of such insurance. All other insurance coverage shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. Coverage provided by CBITD through a self-insured program shall provide additional insured status to the CITY. For all other insurance coverage, CBITD shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CBITD shall provide CITY with a complete copy of any of the above-referenced policies. CBITD shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000 without prior written approval of Corporation Counsel). If CBITD maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by CBITD. CITY's acceptance or lack of acceptance of CBITD's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of CBITD's obligation to obtain and maintain such insurance as required by this agreement. The minimum limits may be satisfied through the use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies.

CBITD understands and agrees that the minimum limits of the insurance herein required may become inadequate during the term of this Lease and CBITD agrees that it will increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the CITY to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto.

B. It shall be the responsibility of CITY to provide such all-risk casualty insurance coverage for the Premises as CITY deems necessary.

C. CBITD shall be responsible for covering all of its personal property with such property and casualty insurance as it deems necessary and CITY shall have no responsibility therefor. CBITD assumes all risk of damage, loss or casualty to its personal property while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of CITY, its officers or employees. CBITD shall defend, indemnify and hold the CITY harmless from any claim based upon any damage, loss or casualty to its personal property while at the Premises. Any casualty insurance obtained by CBITD for its personal property shall include a waiver of subrogation against the CITY.

D. If the Terminal or any space leased to CBITD for its use shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the CITY at its own cost and expense; if the damage shall be so extensive as to render the premises untenable, the rent payable hereunto with respect to the CBITD'S Premises shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the Premises shall again be made tenantable by CITY, provided that, if the Premises are more than 50% destroyed by fire or other casualty, this Agreement may, at the election of either the CITY or CBITD, upon written notice thereof to be given within sixty (60) days after such destruction, thereby be terminated and ended as of the date of destruction.

ARTICLE 14. COVENANTS AGAINST LIENS

If in CBITD'S construction or installation of improvements on the Premises, any mechanics' lien or other lien, charge or order for payment of money shall be filed against CITY, CBITD, or any portion of the Premises, CBITD shall, at its own cost and expense, cause the same to be discharged of record or secure such payment by posting a bond with the Cumberland County Superior Court in such form and amounts satisfactory to the CITY within thirty (30) days after written notice to CBITD of the filing thereof, and CBITD shall defend, indemnify, and save harmless the CITY against and from all costs, liabilities, suits, penalties, claims and demands including reasonable counsel fees, resulting therefrom. In the event CBITD shall not cause such lien, charge or order to be discharged of record or bonded within said thirty (30) day period, CITY may thereafter cause the same to be discharged and the expense thereof shall be immediately paid to CITY by CBITD as additional rent.

ARTICLE 15. SUBLETTING AND ASSIGNMENT

A. CBITD shall not sublet any part or parts of the Premises, except as specifically provided herein, without the prior written approval of the CITY, not to be unreasonably withheld or delayed.

Notwithstanding the foregoing, CBITD may sublet or permit the use of space within the interior of the Ferry Terminal Building for advertising by third parties and may sublet or permit the use of its berthing spaces by third parties.

To the extent CBITD is allowed to operate vending machines or a souvenir concession facility or a food establishment under this Agreement, CBITD may sublet its rights to a third party to do so.

All sublessees of CBITD under this provision shall be required to comply with all applicable terms of this Agreement and with all federal, state and local laws and regulations in their operations on the Premises. Copies of all subleases or permit agreements shall be provided to CITY.

B. CBITD shall not assign this Agreement, its rights hereunder, or the Premises or any portion thereof, without the prior written approval of CITY. Notwithstanding this Article, CITY agrees to give written consent to assignment of CBITD'S leasehold interest as defined herein to a Trustee for the benefit of CBITD'S bondholders to the extent said assignment is required by CBITD'S bond indenture.

C. The CITY shall not assign, sublet or convey its interest in the Premises or this Agreement unless such assignment, sublease or conveyance is expressly subject to this Agreement. CITY shall give CBITD no less than thirty (30) days' prior written notice of any such assignment, sublease or conveyance.

ARTICLE 16. EMINENT DOMAIN

If the Premises, or any significant portion thereof, are taken by eminent domain by any governmental authority or corporation having the power of eminent domain so as to prevent CBITD from continuing its operations on the Premises in substantially the same manner as it operated prior to such condemnation, then at the option of the CBITD, this Agreement shall terminate without penalty or termination charge and CBITD shall be entitled to share in any award of damages made by the condemning authority to the extent of its interest in the Premises.

In the event CBITD can continue its operations in substantially the same manner as prior to the condemnation, or at CBITD'S option despite said condemnation, CBITD may elect to continue in possession of any portion of the Premises remaining after condemnation for the balance of the Term upon the same terms and conditions here, if it gives notice of such election to CITY within thirty (30) days of the taking of possession by the condemning authority.

In the event this Agreement terminates pursuant to this Article, the rental paid to CITY shall be equitably adjusted to the date CBITD is relieved of possession.

ARTICLE 17. DEFAULT BY THE CITY

A. CITY'S Obligations as Landlord

Upon expiration of the period to cure provided in Section B immediately below, the CITY shall be in default hereunder if during the Term:

1. CITY fails to provide the Premises to CBITD for CBITD'S quiet use and enjoyment, during the Term, without hindrance or molestation by CITY or any person claiming by or through the CITY;
2. It is determined that the CITY does not have the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by it hereunder; or
3. The CITY fails to observe or perform any of its covenants, agreements, or obligations of this Agreement.

B. Opportunity to Cure; Remedy for Default

1. If CITY is in default of this Agreement as set forth above, CBITD shall give CITY written notice of such violation, and no less than sixty (60) days in which to cure said violation.

2. In the event the CITY fails or refuses to cure such violation within the sixty (60) days or any period allowed under subsection (3) immediately below, CBITD may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of CITY under this Agreement, or it may, at its option, also terminate this Agreement upon no less than thirty (30) days' written notice to City after expiration of the applicable period in which to cure.

3. In the event the CBITD gives notice of a violation of such a nature that it cannot be cured within the time specified by the notice, then such violation shall not be deemed to continue as long as CITY, after receiving such notice, gives written notice to CBITD of CITY'S inability to cure such violation within the specified time, describing in detail its reasons therefore and proceeds to cure the violation within as soon as reasonably possible and diligently continues to take all steps necessary to complete the same within a period of time which under all prevailing circumstances shall be reasonable, but in no event to exceed one (1) year from receipt of notice of violation. No violation shall be deemed to continue if and so long as the CITY shall be delayed in or prevented from curing the same by any force majeure cause specified in and in accordance with the terms of Article 20 hereinafter.

C. General Provisions

No delay or omission by CBITD to exercise any right or power accruing upon any violation or default of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof but any such right or any power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of the CBITD to any or all of the remedies.

ARTICLE 18. DEFAULT BY THE CBITD

A. CBITD'S Obligations

Upon expiration of the period to cure provided in Section B immediately below, the CBITD shall be in default hereunder if during the Term:

1. CBITD fails to pay when due any amount or installment of Rent, or any other sums specified herein;

2. CBITD fails to observe or perform any of its covenants, agreements, or obligations of this Agreement;

3. To the fullest extent permitted by law, if there shall occur the dissolution of the CBITD or the CBITD shall file any petition or institute any proceedings under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as

an insolvent, or as a debtor, or in any similar capacity, or any involuntary petition in bankruptcy is filed against the CBITD and the same is not stayed or discharged within ninety (90) days from such filing or any other petition or any other proceedings of the foregoing or similar kind or character filed or instituted or taken against the CBITD, or a receiver of the business or of the property or assets of the CBITD shall be appointed by any court except a receiver appointed at the insistence or request of the CITY, or CBITD shall make a general or any assignment for the benefit of the CBITD'S creditors;

4. The CBITD shall substantially abandon or vacate the Premises or fail to use the Premises for the provision of services set forth in Article 4 for a period in excess of ninety (90) days; or

5. CBITD shall use the Premises, or any part thereof, for uses not set forth herein.

B. Opportunity to Cure; Remedy for Default

1. If CBITD shall be in violation under this Article, or terms or conditions of this Agreement, CITY shall give written notice of such violation, and no less than sixty (60) days in which to cure said violation. However, violations in the payment of Rent must be cured within ten (10) calendar days of the notice of violation.

2. In the event CBITD fails or refuses to cure such violation within the sixty (60) days or any period allowed under subsection (3) immediately below, the CITY may take whatever action, at law or in equity, may appear necessary or desirable to collect the Rent then due or accrued, or to enforce performance and observance of any obligation, agreement, or covenant of CBITD under this Agreement. CITY may also, at its option, terminate this Agreement upon no less than thirty (30) days' written notice to CBITD after expiration of the applicable period in which to cure.

In the alternative, upon expiration of the period for cure, the CITY may proceed to cure CBITD'S violation provided CITY shall give CBITD ten (10) additional days' notice of its intent to cure on CBITD'S behalf. CITY may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure, which costs shall constitute Additional Rent. CBITD shall pay said Additional Rent within fifteen (15) days of receipt of said bill, if CBITD agrees to the existence of the violation and the reasonableness of the steps and costs of curing. CBITD shall be entitled to a reimbursement for payments to CITY which it subsequently claims were not reasonable in amount or justified by the terms of this Agreement. All disputes arising under this subsection not resolved by mutual agreement shall be submitted for arbitration pursuant to Article 21.

3. In the event CITY gives notice of a violation of such a nature that it cannot be cured within such a reasonable period of time, then such violation shall

not be deemed to continue provided CBITD, after receiving such notice, gives written notice to CITY of CBITD'S inability to cure such violation within the specified time; describing in detail its reasons therefor and proceeds to cure the violation as soon as reasonably possible; and so long as CBITD diligently continues to take all steps necessary to complete the same within a period of time, which under all prevailing circumstances, shall be reasonable but in no event to exceed one (1) year from receipt of notice of violation. No violation shall be deemed to continue if and so long as the CBITD shall be delayed in or prevented from curing the same by any cause specified in and in accordance with the terms of Article 22 hereinafter. This subsection shall not apply to violation in the payment of any Rents or charges or any other sums owing by CBITD hereunder.

C. Notices

In addition to the foregoing remedies for Default, CITY reserves the right to provide to any bond holders or mortgagees of CBITD a copy of any notice to CBITD from CITY that CBITD is in violation of its obligations hereunder.

D. General Provisions

No delay or omission by CITY to exercise any right or power accruing upon any violation or default of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof but any such right or any power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of the CITY to any or all of the remedies.

ARTICLE 19. TERMINATION

No notice to quit possession at the expiration date of the Term of this Agreement need be given by the CITY, and CBITD covenants and agrees that upon expiration of the Term of this Agreement, or upon earlier Termination for Default by either party as hereinabove provided, it will peaceably surrender possession of the Premises leased hereunder in good condition, reasonable wear and tear, acts of God, fire, public enemy, and other casualties over which CBITD has no control excepted and CITY shall have the right to take possession of said Premises and all permanent improvements thereto. CBITD shall have the right, at any time during the Term of this Agreement or upon termination and within sixty (60) days thereafter, to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense, in, on, or about the Premises, subject, however, to any valid lien which the CITY may have thereon for unpaid rents, fees, or any other amounts due hereunder. All removal shall be at CBITD'S sole cost and expense and all property damaged by or as the result of the removal of CBITD'S property shall be restored by CBITD at its expense to the condition existing prior to such damage. Should CBITD fail to remove such property within said sixty (60) day period, ownership of such property shall automatically be vested in the CITY without the need for a bill of sale or other conveyance instrument, and the CITY shall have the right dispose of such property in any manner it sees fit, and retain all proceeds therefrom.

ARTICLE 20. FORCE MAJEURE

Neither the CITY nor CBITD shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other reason for which it is not responsible and which is beyond its control, provided that:

A. The non-performing party, within ten (10) calendar days after the occurrence of the force majeure event gives the other party written notice describing the particulars of the occurrence;

B. The suspension of performance be of no greater scope and of no longer duration than is required by the force majeure event; and

C. The non-performing party use good faith, diligent efforts to remedy its inability to perform.

ARTICLE 21. "FAVORED NATION"

To the extent permitted by law, the CITY agrees that it will not charge a more favorable rental, fee or charge to any other water transportation service offering the same services as CBITD to and between the Casco Bay Islands and operating to and from the west side of the Maine State Pier under lease with the City, than that being paid by CBITD hereunder, unless said rental, fee, or charge is offered to CBITD.

ARTICLE 22. SIGNS

All signs to or on the Premises shall be installed by CBITD at its own cost and expense, and all such signage shall be subject to the prior approval of the Director and shall be subject to all City rules and ordinances and other applicable laws governing signs at the Premises.

ARTICLE 23. RECORD-KEEPING

CBITD generally shall keep records of its operations and finances according to generally accepted accounting principles and in accord with any applicable federal or state requirements and CITY shall have the right, upon reasonable notice, to inspect all data and records relating to CBITD'S performance under this Agreement, such inspection to be done during normal business hours and at CITY'S expense.

ARTICLE 24. GOVERNING LAW

This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. In the event of a dispute concerning the terms of this Agreement, the parties agree to engage in nonbinding mediation with a mediator jointly chosen by the parties prior to filing litigation, with the cost of the mediator split equally by the parties. Should such mediation fail, the parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and

litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. The parties agree that in the event of litigation in the Superior Court, the mediation described in this paragraph shall satisfy the alternative dispute resolution requirements of Rule 16B of the Maine Rules of Civil Procedure and that they will execute whatever documents are reasonably necessary to certify to the Court that they have engaged in such alternative dispute resolution.

ARTICLE 25. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 26. MEMORANDUM OF LEASE

The parties shall at any time, at the request of either one, promptly execute a memorandum of lease in recordable form setting forth a description of the Premises, the Term, and any other portions thereof, as either party may reasonably request or as may be required by 33 M.R.S. § 201 or other applicable law, ordinance, or governmental rule or regulation.

ARTICLE 27. PARTIES

The covenants, conditions, and agreements contained in this Agreement shall bind and inure to the benefit of the CITY and CBITD and their respective successors, and assigns.

ARTICLE 28. WAIVERS

Failure of the CITY or CBITD to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the CITY or CBITD at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

ARTICLE 29. NOTICES

Every notice, demand, request, approval, consent, or other communication authorized or required by this Agreement shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

To CBITD: Casco Bay Island Transit District
Attn: General Manager
P.O. Box 4656
Portland, Maine 04112

With a copy to: Murray, Plumb & Murray
75 Pearl Street
P.O. Box 9785
Portland, Maine 04104-5085

To CITY: City of Portland
Attn: City Manager
389 Congress Street
Portland, Maine 04101

With a copy to: Office of Corporation Counsel at the same address

or to such other persons or addresses as such party may designate by notice given from time to time in accordance with this Article. The Rent payable by CBITD hereunder shall be paid to CITY at the place to be designated in writing by the City Manager.

ARTICLE 30. ENTIRE AGREEMENT, AMENDMENT

This Lease (including exhibits hereto) expresses the entire understanding and all agreements of the CITY and the CBITD with each other. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. This Lease (including the exhibits hereto) may be modified only by an agreement approved and signed by the CITY and the CBITD.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year first above written.

WITNESS:

**CASCO BAY ISLAND TRANSIT
DISTRICT**

By: _____

Its Board President

By: _____

Henry Berg
Its General Manager

WITNESS

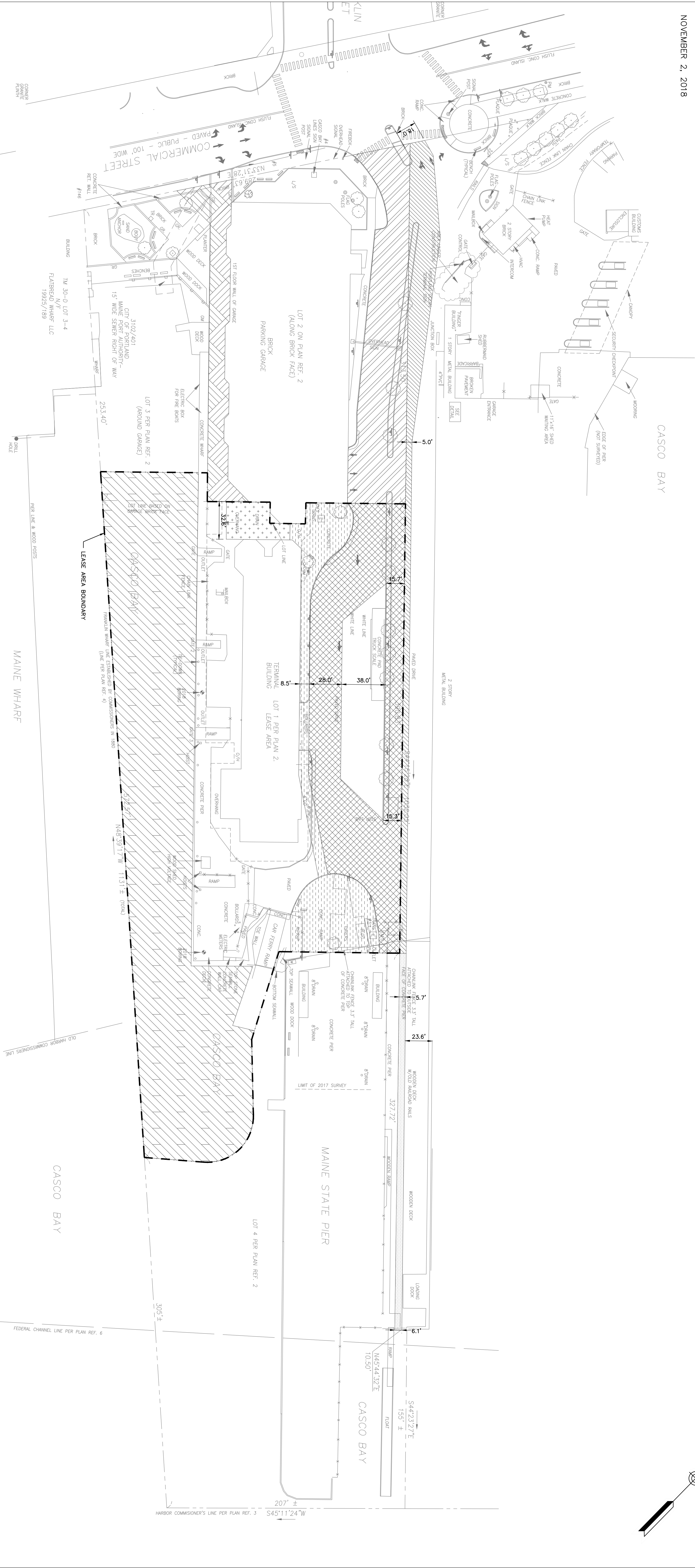
CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

MAINE STATE PIER & VICINITY RIGHT OF WAY FIGURE

NOVEMBER 2, 2018



LEGEND

- CITY OF PORTLAND LIMITED PEDESTRIAN R.O.W.
- CITY OF PORTLAND VEHICULAR R.O.W.
- CITY OF PORTLAND PEDESTRIAN R.O.W.
- LIMITED PEDESTRIAN R.O.W. MAINTAINED & LIGHTED BY C.B.I.T.D.
- B.I.W. & C.B.I.T.D. VEHICULAR R.O.W.
- CITY & C.B.I.T.D. VEHICULAR R.O.W.
- CITY & B.I.W. VEHICULAR R.O.W.
- CITY OF PORTLAND NAVIGATION RIGHTS SUBJECT TO C.B.I.T.D. BERTHING RIGHTS

NOTE:
RIGHT OF WAY (R.O.W.) AREAS SCALED, FITTED & INTERPRETED FROM PLAN REFERENCE 2.

PLAN REFERENCES.

1. SITE, TOPOGRAPHIC & PROPERTY LINE DATA TAKEN FROM PLAN ENTITLED "EXISTING CONDITIONS PLAN, MAINE STATE PIER - CASCO BAY, COMMERCIAL STREET, PORTLAND, MAINE, PREPARED BY OWEN HASKELL, INC. DATED 6/9/2017 AND REVISED 6/7/2018.
2. RIGHT OF WAY (R.O.W.) INFORMATION SCALED, FITTED & INTERPRETED FROM PLAN ENTITLED "AMENDED REVISED SUBDIVISION PLAN FOR CASCO BAY, MAINE STATE OF MAINE, PREPARED BY SMIT, SIGNED, SEALED AND DATED 9/20/1988. PLAN RECORDED AT CORO SEPT. 21, 1988. PLAN BOOK 174, PAGE 8.





Julia Trujillo Luengo, Director
Office of Economic Opportunity

MEMORANDUM

TO: Economic Development Committee

FROM: Julia Trujillo Luengo
Director, Office of Economic Opportunity

DATE: November 9, 2018

SUBJECT: Portland Office of Economic Opportunity Overview and Staff Recommendation for One Additional Full-Time Staff Position

OFFICE OF ECONOMIC OPPORTUNITY WITHIN THE ECONOMIC DEVELOPMENT DEPARTMENT

OVERVIEW

Background

The Office of Economic Opportunity (OEO) was launched on May 1, 2017 with the hiring of its first Director. The original OEO proposed three full-time staff, including the Director.

Its *mission* is to convene and leverage public and private partners to assure optimal communication and collaboration so that immigrants, people of color and other underserved populations have access to jobs and related support services, as well as economic opportunities.

Goals and Objectives

The Economic Development Committee set OEO's goals below:

1. Convene community resources to improve coordination, communication and collaboration and avoid or decrease any duplication of services.
2. Create a common data collection tool to better track outcomes across organizations and perhaps individual job seekers, as well as evaluating the work of the new Office.
3. Link employers more systematically with job seekers, and job seekers with necessary training.

4. Collaborate with partners to ensure ongoing intern/apprentice/mentorship opportunities.

2017-2018 Results

1. Convene community resources to improve coordination, communication and collaboration and avoid or decrease any duplication of services.	2. Create a common data collection tool to better track outcomes across organizations and perhaps individual job seekers, as well as evaluating the work of the new Office.	3. Link employers more systematically with job seekers, and job seekers with necessary training.
1a. <i>ESOL Collaborative (Attachment A)</i>	2a. <i>Web-based Interface from Portland Jobs Alliance</i>	3a. <i>Portland's Professional Connections Initiative (Attachment E)</i>
1b. <i>Workforce Strategy Group (under the Greater Portland Workforce Initiative)</i>		3b. <i>Two Employer Trainings (Attachment F)</i>
1c. <i>U.S. Cultural Orientation for Newcomers (Attachment B)</i>		3c. <i>How to Start a Business for Immigrant Entrepreneurs (Attachment G)</i>
1d. <i>Report: Economic Contributions of Immigrants in Portland's Metro Area and Portland and its Surrounding Cities (Attachment C)</i>		3d. <i>Global Connections TV Show</i>
1e. <i>Action Plan for Inclusion (Attachment D)</i>		

EDC Goals Detailed

Goal #1: Convene community resources to improve coordination, communication and collaboration and avoid or decrease any duplication of services.

- a. *English for Speakers of Other Languages (ESOL) Collaborative (for further detail, please see attachment)*

OEO leads their efforts since January, 2018.

Mission: To improve the rate at which ESOL students/learners in the City of Portland reach English proficiency (as defined by a common assessment standard/metric) by enhancing our collaborative approach, where gaps and duplication of service are mitigated, and our coordination is enhanced.

Current Members: Portland Adult Education, Salvation Army, YMCA, Hope Acts ESL Program, Learning Works, In Her Presence.

Goals Identified by the group:

- Identify existing gaps in service delivery and create a common list of services.
- Commit to adapt our service delivery models to fill identified gaps and maximize our collective results.
- Coordinate the referral processes by: Sharing real time offerings in a common platform and systematic notification when referrals go out and when referrals are received.
- Ability to track referral outcomes to improve individual and collective results.
- Develop procedures and protocols to track individual learning results across programs to capitalize on what is producing results and amend where necessary, while safeguarding to the highest standard students' confidentiality.

Results thus far:

- Collective ESOL city wide gaps have been identified by the group.
- Employer based ESOL offerings.
- Participants have begun to identify common students across all programs.
- Collective offerings are now publicly available and shared across communities (see [Attachment A](#)).
- Spreadsheet has been created to collect detail program offerings to support the referral process.
- Referral form has been created through google forms to improve the outward and inward referrals of each program.
- Group requested a common identity through a tagline and log. Three logos have been produced for their input (see [Attachment A](#)).
- 2019 Winter/Spring Offering Coordination. For the first time, all programs will be discussing class schedules in coordination with the rest of the City offerings.

b. Workforce Strategy Group (under the Greater Portland Workforce Initiative)

Mission: To establish learning communities and shared systems of communication between regional workforce development representatives and staff.

Goals:

- Increased employer connection to and hiring of targeted populations by employers.
- Track collective results to understand overarching trends.

- Assess collective progress.
- Mitigate duplication of service.
-
- Improve collective effectiveness.
- Increased Stakeholder connection to employment and training related opportunities for targeted jobseekers
- Increased Jobseekers aware of and connected to workforce development opportunities, services and programs for which they qualify
- Increased Awareness and mitigation of jobseeker service overlap in the region; documentable expanded connection to and leverage of resources across organizations serving targeted jobseekers
- % of initiative members whose data demonstrates improved effectiveness in serving both jobseekers and employers.

b. U.S. Cultural Orientation for Newcomers

OEO established a partnership with the Social Services Division and Catholic Charities of Maine to expand the U.S. Cultural Orientation offered to primarily refugees to other immigrants.

The U.S. Cultural Orientation began February 2018 and continues to be held the second Tuesday of every month at the Root Cellar. Its reach continues to grow and for a few months referrals from outside organizations have been accepted to continue to deliver this crucial learning to as many individuals as possible. A sample agenda is attached ([Attachment C](#)).

c. Report: Economic Contributions of Immigrants in Portland's Metro Area and Portland and its Surrounding Cities.

In partnership with the a Partnership for a New American Economy, Welcoming America, and the Portland Regional Chamber, OEO published a report that highlighted the contributions of immigrants in the region ([Attachment C](#)).

d. Game: Portland of Opportunity

In partnership with Emerson College in Boston, OEO designed an online game to learn from the immigrant population of the gaps, awareness of resources and overall goals to achieve meaningful well-being in the city.

The game is a single player experience available online. However, OEO has facilitated game play several times at Portland Adult Education with nearly 100 players. 80% of all participants indicated that learning English was the most important component in order to

reach well being. Most always, players lacked an understanding of the multiple resources that existed in the city in order to support them reach their goals.

Improvements are planned in order to mitigate confusion and enhance winning possibilities. Most importantly, OEO would like to assess effectiveness as it compares to traditional methods of sharing similar information.

e. Action Plan for Inclusion

As part of its Gateways for Growth Challenge award, OEO has been working with its Advisory Team and other partners to deliver an Action Plan for Inclusion for the city at large.

The Plan aims to establish a road map of best practices to be implemented or continue to be executed or expanded across the city in order to achieve its overarching goal: fostering a strong sense of belonging in all aspects of City life.

OEO has put significant effort forward in order to align its language and intent with other efforts throughout the city. It has met with many partners to solicit input and feedback to strengthen, ensure viability and ensure results.

As the Plan gets rolled out, the intention is to have three versions of the Plan:

- i. Internal Document that includes Indicators of Success (Performance Metrics) under each action.
- ii. External Full Document.
- iii. Executive Summary of actionable portion of the Plan.

Goal #2. Create a common data collection tool to better track outcomes across organizations and perhaps individual job seekers, as well as evaluating the work of the new Office

a. Web-based Interface from Portland Jobs Alliance

One of the goals delineated for OEO was to improve the tracking of job related outcomes.

OEO's Director discussed multiple approaches with several City Offices like OEO across the country.

OEO concluded that the most efficient and effective route was to consider the Portland Job's Alliance web based interface (funded in great part by CDBG funds) as the potential clearinghouse.

OEO is working within the Greater Portland Workforce Initiative (GPWI) to improve the coordination of direct service staff. A web interface is key in this effort, but it must also show value for staff and be informed (in part) by their operational needs. This would ensure data is indeed uploaded and its functionality is relevant.

Currently, OEO is working with the GPWI to acquire the rights for the site, and assess customization costs with its current developer to draft a plan forward.

It is the goal of OEO to have a functional, results oriented online web interface by Spring 2019.

Goal #3: Link employers more systematically with job seekers, and job seekers with necessary training

- a. The online web interface referenced above will also be designed to facilitate and ensure employers' needs for human capital are met in a timely and effective manner. In FY2018, OEO worked with several employers to facilitate their hiring needs. ***While the partnership resulted in a good number of jobs, the approach is not sustainable given current staffing needs.*** The support of an online web interface is crucial in order to meet employers' labor needs and ensure the optimization of the highly skilled talent in the city. The premise is that connector and connectee meet over coffee/casual conversation to orient the connectee in that particular industry and a career path.

- b. *Portland's Professional Connections Initiative*

OEO looked to best practices across the country and Canada in order to implement its first professional to professional network, which has proven to be very successful in several cities.

Portland's Professional Connections has been launched and is currently in its pilot phase. OEO and the local Chamber of Commerce are the leads on this project. In great part, OEO locates the connectees, and the Chamber secures the connectors.

The program will go through its pilot phase until the middle of December in order to gather feedback from both connectors and connectees on possible improvements before it goes live in January 2019 (see Attachment D).

- c. *Two Employer Trainings*

As a result, OEO and the Chamber have partnered to bring about two trainings this July titled: *The Predictor of Diversity Hiring Success: Intercultural Competency*. OEO secured PEDPIP funding to support the costs associated with the training provider. Maine Intercultural Communication Consultants will cover two, 3-hour training sessions where employers will be able to learn:

- i. What exactly is this concept of intercultural competency?
- ii. What is it not?
- iii. What are the benefits of being an interculturally competent workplace?
- iv. What are the costs of not being interculturally competent?
- v. How can intercultural competency be measured?
- vi. Why is it absolutely necessary to know your workplace's developmental level of intercultural competency if you want diversity and inclusion efforts to succeed?

(Attachment E)

d. Employer One on One Support

OEO has met with several employers to discuss their workforce needs.

e. How to Start a Business for Immigrant Entrepreneurs

Economic Development/OEO partnered with New Ventures, Maine and the New Mainers' Resource Center at Portland Adult Education to pilot a 6-week introductory class on How To Start a Business in Maine. Thus far, two cohorts have been successfully completed, and another one is in the works for the beginning of January 2019.

f. Global Connections TV Show

OEO has a regular show on the Portland Media Center channels titled "Global Connections". Global Connections aims to connect Portland's immigrant population with the community at large. The show is an informal dialogue that draws on the commonalities of the human experience. The goal is to leave the viewer with a sense of common humanity and mitigate the divide that hinders meaningful integration.

<http://frontdoor.ctn5.org/CablecastPublicSite/search?channel=1&query=global%20connections>

Goal #4: Collaborate with partners to ensure ongoing intern/apprentice/mentorship opportunities.

OEO has connected multiple individuals to existing internship or apprenticeship options.

Looking forward, OEO has included this goal in its Inclusion Plan as one of its action items under Economic Development and Inclusion.

The Work Ahead

The most important deliverable from the Gateways for Growth recognition is a Strategic Plan to guide the work on immigrant integration at the local level.

Since February, 2018 OEO has been working with an Advisory Committee in order to prepare a Plan for Inclusion for the City of Portland.

The Advisory committee/team looked at a substantial number of similar plans across the United States in order to draw themes and elements that would be key in Portland's Plan.

OEO and the Advisory team concluded that the Plan had to be: actionable, measurable, with clear timelines, and identify responsible parties to track/do the work. The Plan had to be a living document that reflected a continuous quality improvement approach. It would recognize all the prior work that has come before it, and acknowledge the work currently taking place in collective or individual work. The Plan has to be accessible, easy to read, and include ways that multiple audiences could be involved.

The main outcome areas of the Plan derive from the [City of Migration Diagnostic Tool](#), which is based at Ryerson University in Canada. It is an online tool that measures inclusion at the city level. There is robust algorithm behind it, which is ultimately linked to a common zip code.

OEO deployed the online diagnostic tool in August 2018. More than 100 individuals participated, which helped us determined a solid baseline for each outcome area.

OEO and the Advisory team decided to limit the scope of the Plan to four outcome areas, instead of the ten that are included in the diagnostic tool. The main driver for this was OEO's capacity and the proper role as a municipal office.

The Plan's format is as follows:

Outcome Area: Main pillar.

Strategies: Overarching goals under each outcome area that are to remain intact over time (the what).

Long term expected outcome: What is the expected outcome in 3 years.

Short term expected outcome: What is the expected outcome in 1-2 years.

Actions: Concrete steps to achieve the strategies above (the how).

Indicators of Success: Performance metrics for OEO and other leads to track progress of each action. OEO advocates that these indicators of success remain internal to City of Portland as they are programmatic measures.

Lead: Institution responsible for tracking progress of the action above.

OEO is in the process of sharing the draft Plan with many stakeholders, including philanthropic, workforce development partners, community organizations, ESOL providers, and several others. Therefore, the Plan continues to shift slightly. For the current version of the actionable component of the plan, please see [Attachment D](#).

STAFF RECOMMENDATION

The Work Moving Forward: Plan Implementation

The Plan will be in place by January 2019. In order to move the work forward, OEO needs further operational capacity to meet the expected results delineated in the Plan. The Plan helps OEO focus its initial efforts, over the course of three years, and assess progress and potential expansion to other areas as the Plan is implemented.

OEO recommends one additional full-time position to support the Plan's deployment and continuing overall efforts. This recommendation has the City Manager's support.

See next page for attachments to this Memorandum.

Attachments:

- A. ESOL Collaborative: *ESOL Collaborative Mission Statement*
- B. U.S. Cultural Orientation for Newcomers: *Sample Agenda from November's Orientation*
- C. Report: Economic Contributions of Immigrants in Portland's Metro Area and Portland and its Surrounding Cities
- D. Action Plan for Inclusion: *Inclusion Plan Outcome Areas, Strategies and Outcomes*
- E. Portland's Professional Connections Initiative: *Initiative's Guidelines*
- F. Two Employer Trainings: *Learning Results of Both Trainings*
- G. How to Start a Business for Immigrant Entrepreneurs: *First Cohort Final Report*

City of Portland's ESOL Collaborative

Mission: to improve the rate at which ESOL students/learners in the City of Portland reach English proficiency (as defined by a common assessment standard/metric) by enhancing our collaborative approach, where gaps and duplication of service are mitigated, and our coordination is enhanced to improve individual and collective learning results

Who we are: Current ESOL service providers (or platforms) offering regular and continuous opportunities to reach (or improve) English proficiency within the City of Portland.

Our goals:

1. Identify existing gaps in service delivery and create a common list of services.
2. Commit to adapt our service delivery models to fill identified gaps and maximize our collective results.
3. Coordinate our referral processes by:
 - a. Sharing our real time offerings in a common platform
 - B. Systematic notification when referrals go out and when referrals are received
 - C. Ability to track referral outcomes to improve individual and collective results.
4. Develop procedures and protocols to track individual learning results across programs to capitalize on what is producing results and amend where necessary, while safeguarding to the highest standard students' confidentiality.



**City of Portland's Office of Economic Opportunity and Catholic Charities Maine,
Refugee and Immigration Services**

Cultural Orientation Agenda

Tuesday November 13, 2018

9am – 3:30pm

@ 94 Washington Ave. Portland

Facilitator: Baba Ly/June Gagnon

hly@ccmaine.org

TIME	TOPIC	PRESENTER
9:00-9:05	Introduction	RIS/June Gagnon
9:05-9:35	Metro Bus	Denise Anania
9:35-10:00	Public Library	PPL/ Jerri Blatt
10:00-10:50	Driving in the U.S./Maine Traffic Laws	BMV/ Wayne Russell
10:50-11:00	Break	Snacks provided by CCM/RIS
11:00-11:50	Community Safety / US Laws	Portland Community Police /Suna Shaw & Shawn Ohm
11:50-12:20	U.S. Immigration information session	ILAP /Julia Brown
12:20-12:40	Lead Poisoning	City of Portland/ Karlene Hafemann
12:40-1:00	Lunch	Provided by CCM/RIS
1:00-2:00	Housing Education	RIS /CCM Staff
2:00-2:30	Health Care System	GPH/Ban Hameed
2:30-3:00	Portland Adult Ed. English Classes	PAE/ Catharine Murray
3:00-3:30	Food and Nutrition Education	SNAP Ed /Emma Villeux

*Interpreting services into **French** and **Portuguese** will be provided by Catholic Charities Maine*

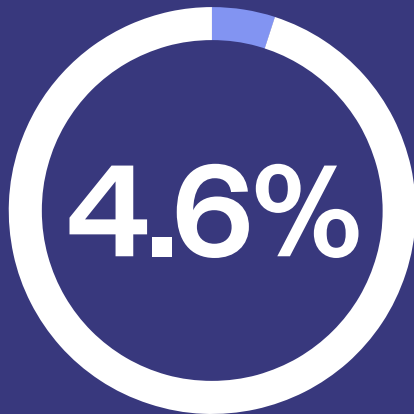
New Americans in Portland, ME

A Snapshot of the Demographic and Economic
Contributions of Immigrants in the Metro Area¹



State & Local

POPULATION GROWTH



Immigrant share of
the population, 2016

Between 2011 and 2016,
the population in the metro
area grew 1.6%.

The immigrant
population
increased 3.9%.

Total population

515,604 → 524,052



Immigrant population

23,372 → 24,277



In 2016,
258,901
commuters
worked in metro
Portland. Of these,

4.7%,
or **12,213**, were
foreign-born.

Growth in the
foreign-born
population
accounted for



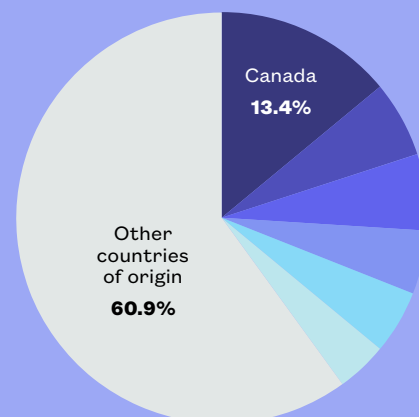
of overall population
growth between
2011 and 2016.

Number of immigrants living in
the Portland metro area in 2016:

24,277

Top six places of origin for immigrants living in metro Portland:

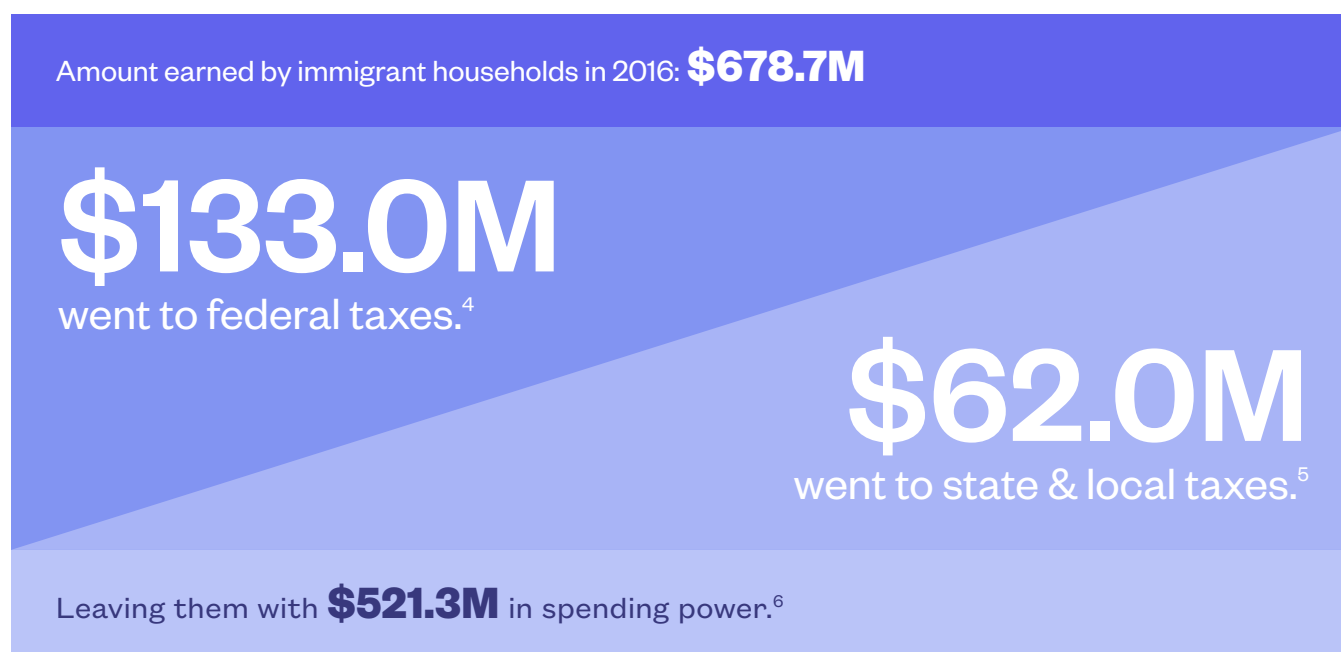
- 1 Canada13.4%
- 2 Eastern Africa² 6.4%
- 3 China 5.6%
- 4 Philippines 4.8%
- 5 Somalia4.7%
- 6 Iraq..... 4.2%



SPENDING POWER & TAX CONTRIBUTIONS

In 2016, foreign-born residents in metro Portland contributed **\$1.2B** to the metro area's GDP.³

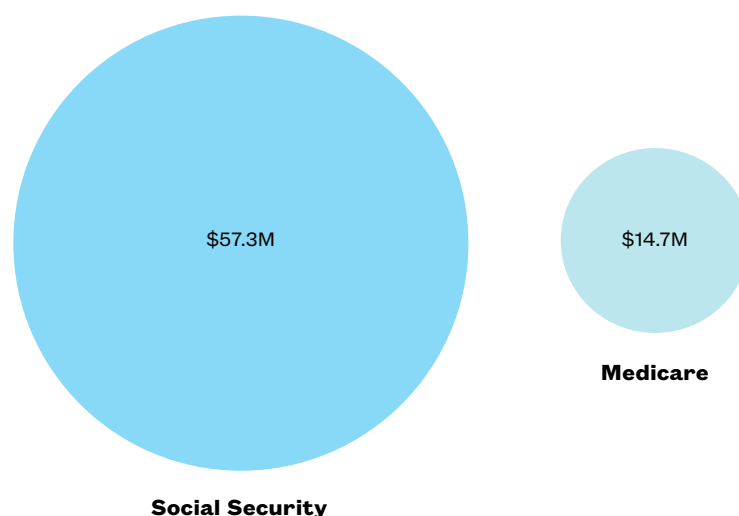
Given their income, immigrants contributed significantly to state and local taxes, including property, sales, and excise taxes levied by state or municipal governments.



Immigrants also support federal social programs.

In 2016, they contributed

\$57.3M
to Social Security and
\$14.7M
to Medicare.



LABOR FORCE GROWTH

Although the foreign-born made up **4.6%** of the metro area's overall population, they represented **5.1%** of its working-age* population, **4.6%** of its employed labor force, and **6%** of its STEM** workers in 2016.

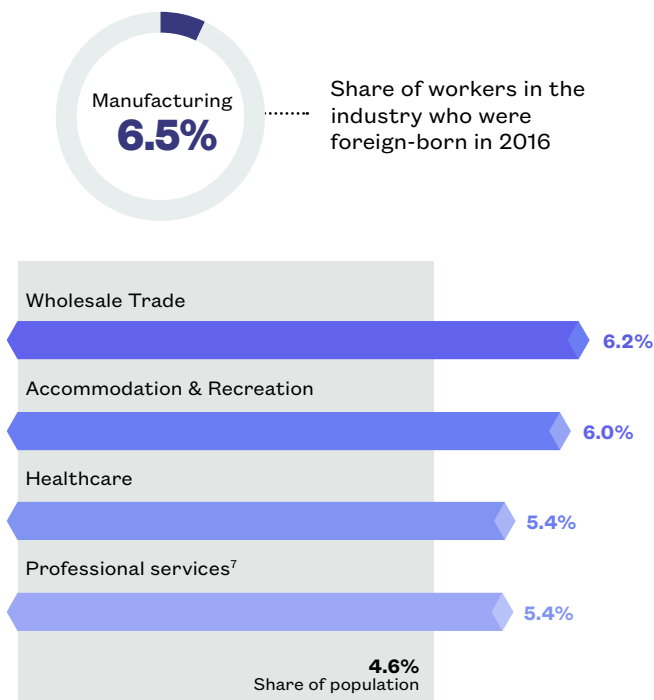
Immigrant shares of the...



* Working-age refers to people ages 16-64 years old

** Science, Technology, Engineering, and Math

Immigrants play a critical role in several **key industries** in the metro area. This includes:



SPOTLIGHT ON

Parivash Rohani

Nurse and Community Volunteer

When Islamic revolutionaries overthrew the Shah of Iran in 1979, members of the Baha'i faith once again faced persecution. On a single night in December, 500 Baha'i homes were burned to the ground. One belonged to the family of Parivash Rohani, an 18-year-old girl preparing for college.

"My parents were very concerned," Rohani says. "They were very worried about what would happen to me in this new, fanatical regime." They sent their only daughter to India with two cousins, and when by 1982 the regime had yet to fail, Rohani, by then married, became a refugee—stateless. A year later, 10 of her Baha'i friends were executed in Iran.

"I always say, coming to America, for us it's like a kid in a candy shop, because although we liked Iran, we never enjoyed the same life as other Iranians because of our religious beliefs," says Rohani, who resettled in the United States in 1985 and moved to Maine. "In America, we have the same rights as everyone else."

In America, the couple needed U.S. credentials. So Rohani, who had planned to study law in Iran, became a nurse, working for years in intensive care. Her husband, who had been completing a PhD in economics in India, became a computer analyst. "A lot of options were open to us," she says. "We just had to manage our situation." They raised four children, all of whom have pursued higher education in medical fields.

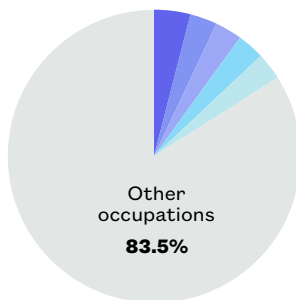
After moving from Auburn to Portland three years ago, Rohani has dedicated herself to volunteerism. She presents documentaries on the Baha'i, a centuries' old religion that accepts the divine origin of all faiths but that is labeled heretical by the Islamic Republic of Iran. She advocates for educational and employment opportunities for female immigrants, volunteers at naturalization ceremonies, helps in a soup kitchen, and works in high schools as a regional advisor for the Olympia Snowe Women's Leadership Institute.

"I always say to my husband, I don't know how to give back to this amazing community who were there for us when we needed them," she says. "We have to do more, because we have received so much."

LABOR FORCE GROWTH CONT.

Immigrants tend to concentrate in these **occupations** in the metro area:

- 1 Maids & Housekeepers 4.1%
- 2 Production Workers 3.3%
- 3 Postsecondary Teachers 3.1%
- 4 Nurses & Home Health Aides. 3.0%
- 5 Food Preparation Workers. 3.0%



Because of the role immigrants play in the workforce helping companies keep jobs on U.S. soil, we estimate that by 2016, immigrants living in the metro area helped create or preserve

1,117

local manufacturing jobs

that would have otherwise vanished or moved elsewhere.⁸

ENTREPRENEURSHIP

Despite making up **4.6%** of the overall population in Portland...

4.6%
Share of
population

7.8% of the metro area's immigrants were entrepreneurs in 2016.

7.8%
Share of immigrants
who were
entrepreneurs

SPOTLIGHT ON

Alba Zakja & Mateo Hodo

Owners, *Coffee ME Up*

The chance of winning the diversity visa lottery is bitterly low—about one percent. Mateo Hodo's family won the lottery, granting them U.S. residency, in 2002, and moved from Albania to Michigan and, later, Maine. Alba Zakja won the lottery in 2009, and moved to Maine to be near Mateo, a high school friend whom she had recently begun dating. Today the couple is married and lives in Portland. "Yes," says Zakja, "I guess it was meant to be."

In January 2017, the couple opened a cafe where they can share, if not their good luck, then surely their good cheer. Coffee ME Up, on east Cumberland Avenue, serves a mix of Albanian and American sandwiches, soups, and pastries, and hews to a mission to generate warmth and goodwill. Zakja and her mother make the baklava, 100 layers of handmade phyllo dough crafted over four days' time and lightly sweetened with homemade sugar syrup. Hodo gives hugs to any customer in need.

"The thing that we wanted most when we opened this coffee shop was to create a ripple effect, so that people would leave happy," Zakja says. "We're strong believers that if you start your day right that's going to carry on through the day and maybe make so many more people happier, and have a good impact throughout the whole community."

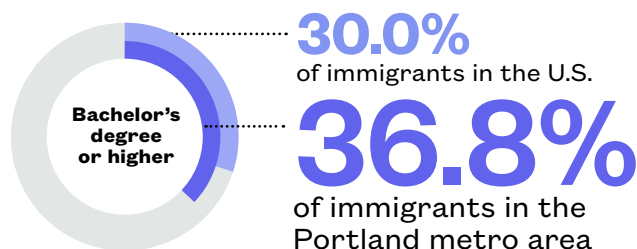
Zakja arrived in the United States at the height of the Great Recession with a finance degree from the University of New York Tirana, a SUNY affiliate in Albania. With work scarce, she landed a server job at Dunkin' Donuts, quickly moving into management and gaining an unintended education in the restaurant business. "Sometimes things are meant to be that way, because it shifts your interest somewhere else," she says. Hodo, meanwhile, worked in construction and became a contractor.

Today the couple owns a residential fourplex and, after years of 100-hour work weeks each, now has four full-time employees at Coffee ME Up. "We worked hard, we saved, and we have loans," Zakja says. "It had to be hard work from both of us."

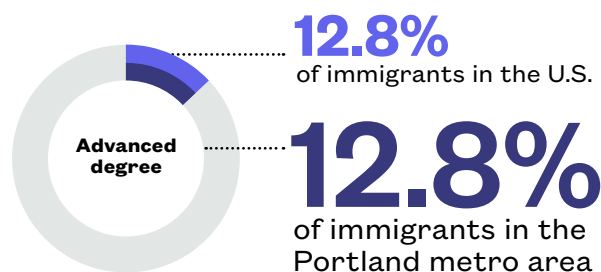
EDUCATION

Immigrants in metro Portland were more likely than the average immigrant in the U.S. to have a bachelor's degree or higher in 2016.

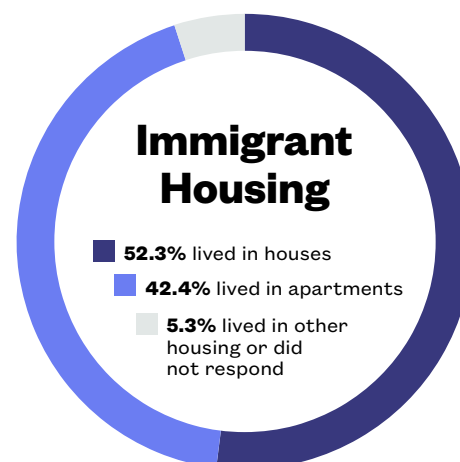
Share of population aged 25 and up with
a bachelor's degree or higher:



Share of population aged 25 and up with
an advanced degree:



HOUSING WEALTH



HOUSING WEALTH CONT.

56.6%

Share of immigrants in the Portland metro area who owned their own homes in 2016, compared to **70.6%** of the U.S-born.

\$1.6B

Total property value of immigrant households

40.8%

Share of immigrants in the Portland metro area who were renters in 2016.

\$42.0M

Total annual rent

NATURALIZATION

55.6%

Naturalized

Share of immigrants in metro Portland who were naturalized citizens in 2016.

24.2%

Potentially eligible

Share among those who were not citizens but potentially eligible for naturalization in 2016.

REFUGEES

The median household income of the refugees in the metro area was **\$21,400** in 2016.

19.3%⁹

Likely refugees

Share of immigrants in metro Portland who were likely refugees in 2016.

60.9%

Naturalized

Share of likely refugees who were naturalized citizens.

CITY OF PORTLAND AND SURROUNDING CITIES¹⁰

Population

Number of immigrants living in the Portland region in 2016:

11,063

Immigrant share of the regional population in 2016:

10%

Top four countries of origin for immigrants living in the region:

- 1 Somalia 10.3%
- 2 Iraq 6.3%
- 3 Vietnam 6.3%
- 4 Cambodia 5.5%

Economic Contributions

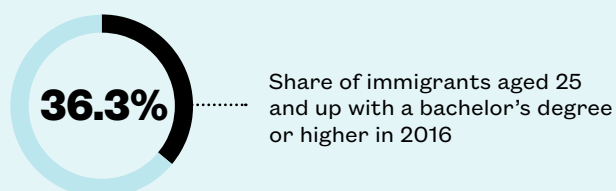
Amount contributed by immigrants in the region to Social Security in 2016:

\$23.4M

Amount contributed to Medicare in 2016:

\$5.8M

Education



Population Growth

Between 2011 and 2016, the population in the region grew 1.5%. The foreign-born population increased by 12.2%.

Total population

108,765 → 110,370



Immigrant population

9,856 → 11,063



Labor Force

Immigrant shares of...



Refugees

Number of likely refugees living in the Portland region in 2016:¹¹

3,399

Refugee share of the immigrant population in 2016:

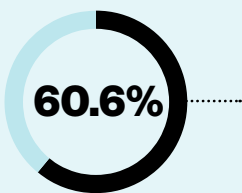
30.7%

CITY OF PORTLAND AND SURROUNDING CITIES¹⁰

Housing Wealth

Share of immigrants in the region who owned their own homes in 2016:

35.3%



Share of immigrants who were renters in 2016

Share of U.S.-born who owned their own homes in 2016:

47.6%

Total property value of immigrant households:

\$434.4M

Total annual rent paid by immigrants:

\$25.2M

Naturalization

Number of immigrants in the region who were naturalized citizens in 2016:

5,480

Naturalized share of immigrants

49.5%

Number among non-citizens who were potentially eligible for naturalization in 2016:

1,502

Share of non-citizens who were potentially eligible for naturalization

26.9%

For more city, district, and state-level data, visit MapTheImpact.org and explore our interactive map.



- 1 Unless otherwise specified, data comes from 5-year samples of the American Community Survey from 2011 and 2016 and figures refer to the Portland-South Portland, ME Metropolitan Statistical Area.
- 2 Eastern Africa refers to Burundi, Comoros, Djibouti, Eritrea, Ethiopia, Kenya, Madagascar, Malawi, Mauritius, Mozambique, Rwanda, Seychelles, Somalia, Tanzania, Uganda, Zambia, and Zimbabwe. For respondents who answered the Census with a specific country as their country of birth, they are listed separately.
- 3 These figures derive from our calculations based on immigrants' share of wage income and self-employment income in the 5-year ACS sample from 2016 and the statistics of GDP from the Bureau of Economic Analysis, U.S. Department of Commerce.
- 4 U.S. Congressional Budget Office. 2016. "The Distribution of Household Income and Federal Taxes, 2013."
- 5 Institute on Taxation and Economic Policy. 2015. "Who Pays? A Distributional Analysis of the Tax Systems in All Fifty States."
- 6 Estimates are based on federal tax rates from the U.S. Congressional Budget Office, and state and local tax rates are from the Institute on Taxation and Economic Policy.
- 7 Professional services: Most of these industries include professions that require a degree or a license, such as legal services, accounting, scientific research, consulting services, etc.
- 8 Vigdor, Jacob. 2013. "Immigration and the Revival of American Cities: From Preserving Manufacturing Jobs to Strengthening the Housing Market." New American Economy.
- 9 New American Economy. 2017. "From Struggle to Resilience: The Economic Impact of Refugees in America."
- 10 For the purpose of this report, this region includes the cities of Portland, South Portland, and Westbrook, as well as Long Island town, in Maine. While the decennial U.S. Census divides the country up into census tracts that can hold as few as a few hundred people, the American Community Survey is a much smaller survey, and the units it uses to divide the country, called Public Use Microdata Areas (PUMA), usually must contain at least 100,000 people in order to generate accurate estimates. The size of these PUMA limits how closely data analysis can be carried out geographically. To reach minimum population requirements for PUMA, the PUMA containing the city of Portland needed to include the town of Long Island as well as some of Portland's neighboring cities.
- 11 New American Economy. 2017. "From Struggle to Resilience: The Economic Impact of Refugees in America."

(Draft 6 November 2018)

OUTCOME AREAS

1. Economic Inclusion and Development

2. Civic Inclusion

3. Social Inclusion & Cultural Inclusion

4. Welcome-ability

1. **Economic Inclusion and Development:** Economic inclusion involves equal opportunity to economic activities such as employment, entrepreneurship, and consumerism. Economic development is reliant on harnessing the full potential of all residents and creating an inclusive economy. Immigrants and other underrepresented communities have the skills and assets to thrive, and economic development systems are prepared to leverage new and existing talent. In order to cultivate this talent further, lifelong learning opportunities, language, and other related barriers are addressed to assist underserved communities to reach financial stability.

Strategy I: Enhance access to career pathways and successful professional outcomes so that all Portlanders, particularly people of color, including immigrants and refugees, have greater opportunities for upward economic mobility.

Short term expected result: By the end of year one after implementation, 50% or more of surveyed participants from referral agencies express improvement in accessing meaningful career opportunities, and My Cities of Migration (My COM) expects Portland's Economic Inclusion Median results improve by 5%.

Long term expected outcome: Three after implementation, the average of all race minority categories, liquid Assets Poverty Rate in Cumberland County is below 59 %

Action 1: Develop professional to professional initiatives, such as a Professional Connector Program, to support the career advancement of foreign trained professionals.

Indicators of Success: By June 2019, implement a Professional Connector Program in Portland and quantify its progress:

-25% or more of the connectees report enrolling in the program has advanced their local career opportunities.

-25% or more connectees report a stronger sense of belonging after enrolling in the program.

-After year 2 of implementation, up to 30% of connectees secure a job in their field as a result of their enrollment in the program.
 - 80% or more connectees report, as a result of their participation in the program, a stronger sense of belonging to the community at large.
 - 80% or more connectors report they have contributed to the increase of hiring of qualified people of color and/or immigrants in their workplaces.

Lead(s): Office of Economic Opportunity and Portland Regional Chamber.

Action 2: Support the evaluation of foreign credentials and associated costs related to licensing and certification of foreign trained professionals for those ineligible for existing supports in this area.

Indicator of success: By December 2019, infrastructure with sustainable funding exists in order to support the evaluation of foreign credentials and associated professional experience abroad.

Lead(s): Office of Economic Opportunity and New Mainers' Resource Center.

Action 3: Establish an Employer Advisory Group, with cross-sector representation, to assess collective needs and efforts to increase hiring and advancement of racially diverse and/or foreign trained candidates.

Indicator of success: By June 2019, creation of Employer Advisor group with internal measures of success that demonstrate an increase in hiring or advancement of this population.

Lead(s): Portland Regional Chamber

Action 4: Support the continuation, expansion or creation of additional career-laddering seminars, tailored for youth (high school students) and foreign-trained professionals, where they can be introduced to the variety of living-wage opportunities in Maine, the steps needed to move into them, and the resources available to help get them there.

Indicator of success: Completion of at least two career-laddering seminars for each cohort at the end of year 1. Evaluate its effectiveness and relevance upon completion.

Lead(s): Greater Portland Workforce Initiative, including the Office of Economic Opportunity

Action 5: Develop ready to use tool-kits and best practices for employers to support their attraction and retention of a diverse workforce.

Indicator of Success: By December 2019, two or more tool kits are developed. After 6 months of outreach and distribution, 10 or more employers report tool-kit has supported their hiring and retention of diverse talent.

Lead(s): Portland Regional Chamber of Commerce and Live & Work in Maine

Action 6: Host an annual employer only forum on *How to Attract and Retain Diverse Talent* to learn of gaps, best practices, and collective work.

Indicator of Success: By December 2019, 15 or more employers participate in the forum. Via a pre and post evaluation, up to 75% of participants report that as a result of the forum, they are better equipped to hire from this talent pool.

Lead(s): Office of Economic Opportunity, Portland Regional Chamber of Commerce and Office of Maine Refugee Services (Catholic Charities of Maine).

Action 7: [1] Establish Job Shadow Day to support the labor needs of employers and the attraction and retention of a local motivated workforce (include youth).

Indicator of Success: By June 2020, up to eight employer sites are secured after program design and expectations are delineated.

Lead(s): Office of Economic Opportunity and Portland Regional Chamber of Commerce.

Action 8: Advocate with the Office of Professional and Occupational Regulation and the individual State boards of professional licensing, among others, in order to increase awareness of the challenges to licensing for those with foreign credentials and professional experience outside of the United States.

Indicator of Success: By June 2020, two or more boards (or similar institutions) have reviewed the licensing process as it pertains to foreign trained professionals; have addressed at least one documented barrier for foreign trained individuals; and, have followed with at least [2] one more recommendation found in the November, 2018 New Mainers' Resource Center Report.[3]

Lead(s): Office of Economic Opportunity and New Mainers' Resource Center

Action 9: Improve the connection to and leverage of resources across organizations serving targeted job seekers and sector employers by establishing learning communities and shared systems of communication between workforce development representatives and staff.

Indicator of Success: By June 2020, a cloud based repository is created to track some common results across workforce development organizations. As a result of the creation of the repository, workforce development organizations report, at a minimum, an improvement in their coordination via a pre and post evaluation.

Lead(s): Greater Portland Workforce Initiative and Office of Economic Opportunity.

Strategy II: Improve the rate at which adult ESOL students/learners *reach English proficiency in the City of Portland

Short term expected result: By December 2019, mechanism exists to track and analyze collective English results across ESL service providers.

Long term expected result: By June 2020, the average CASAS level score (or other

common assessment standard) for tracked ESOL students in the ESOL collaborative improves ten or more points.

*(as defined by a common assessment standard/metric)

Action 1: Continue to enhance the collaboration between adult English Speakers of Other Languages (ESOL) service providers in the City of Portland to mitigate gaps and duplication of service and maximize collective results.

Indicator of success: By June 2020, ESOL Collaborative achieves internal measurable outcomes to include, but not limited to: an improved referral, collective data collection, and informational system.

Lead(s): Office of Economic Opportunity

Action 2: Expand or establish project based on the job opportunities for high English proficiency learners to enhance their English proficiency and improve upon their sector based technical language.

Indicator of success: By December 2020, four sites are identified and embedded measurable outcomes are tracked.

Lead(s): Greater Portland Workforce Initiative

Action 3: Advocate to establish one or more employer based English language program for its limited English proficient employees.

Indicators of success: By June 2020, one or more job-centered English language programs are created with embedded measurable outcomes.

Lead(s): Office of Economic Opportunity and Greater Portland Workforce Initiative.

Action 4: Expand (or adapt) ESOL available options according to the collective gaps identified by the *ESOL collaborative.

Indicator of success: By June 2019, two or more gaps are identified. By December 2019, two or more gaps are addressed as a collective with measurable outcomes embedded.

Lead(s): Office of Economic Opportunity

Strategy III: Improve the participation of entrepreneurs of color, including immigrants and refugees, in business development offerings, resources and networks.

Short term expected result: Increase % of racially diverse entrepreneurs in business development offerings, resources, and networks.

Long term expected result: Increase % of businesses started by people of color AND

COM result for Economic Inclusion increases by 5%.

Action 1: Continue *Immigrant Entrepreneurs – Starting a Business in Maine* for Immigrant Entrepreneurs in partnership with the City of Portland’s Economic Development Department.

Indicator of Success: Continuous participation of ten or more entrepreneurs, and 85% of class participants report that the class was instrumental in their pursuit to become a business owner in Portland.

Lead(s): [5]Office of Economic Opportunity/Department of Economic Development, New Ventures Maine and New Mainers’ Resource Center.

Action 2: Help promote and streamline the existing options for all entrepreneurs, including racial, linguistic, and religious minorities, and help ensure Portland’s catalogue of options reflects their unique needs.

Indicator of Success: By June 2020, two or more existing resources have adapted their practices to meet the unique needs of racial, linguistic, or religious minority groups.

Lead(s): Office of Economic Opportunity/Department of Economic Development

Action 3: Create and test journey maps in business development offerings and other similar systems.

Indicator of Success: By September 2019, in collaboration with 2-1-1 and other partners, easy to read and navigate journey maps/resource directories are created.

Lead(s): Office of Economic Opportunity

2. Civic Inclusion

Civic inclusion draws on a resident’s ability to feel belonging and a sense of community. Civic engagement opportunities ensure that residents, including newcomers, fully participate in civic life by increasing access to leadership and democratic spaces. These

opportunities, such as volunteering and participation in civic engagement, must be present for all, including new and underrepresented communities.

Strategy I: Improve the civic engagement of people of color, including immigrants and refugees.

Short term expected result: One year after implementation, COM Civic Engagement results improve by 5% and 50% or more of those participants surveyed in OEO led initiatives, report higher civic engagement as a result of the interventions.

Long term expected result: One year after implementation of OEO programs, COM Civic Engagement results improve by 5%.

Action 1: Support implementation of Language Access City Policy to ensure all Portlanders, including Portland's Limited English Proficient population can access City services and Council sessions.

Indicator of Success: pending Mandy

Lead(s): Office of Economic Opportunity

Action 2: Promote Naturalization workshops across the city of Portland.

Indicators of Success: By June 2020, a quarterly Naturalization Workshop is implemented with embedded measurable outcomes.

Lead(s): Office of Economic Opportunity

Action 3: Host Naturalization ceremonies at City Hall to celebrate our sense of community and foster an inclusive environment where we all have a strong sense of belonging.

Indicator of Success: Beginning January 2019, three or more annual Naturalization ceremonies are hosted by the City of Portland.

Lead(s): Office of Economic Opportunity

Action 4: Support the inclusion of more people of color in leadership positions (boards, commissions) by adapting a Natural Helpers' Program and Nashville's My City Academy and leadership program, or similar, and implement it in Portland.

Indicator of Success: Leadership program is launched by February 2020 with embedded measurable outcomes.

Lead(s): Office of Economic Opportunity

Action 5: Develop, expand, or further distribute a series of educational workshops and training sessions for immigrants and other populations, as they arise, such as business

permits or other local regulations.

Indicator of Success: By December 2020, two or more educational workshops are implemented. 75% or more of participants indicate they are more informed about specific topics as a result of the workshop.

Lead(s): Office of Economic Opportunity

Action 6: Improve the collection and completion rate of race, ethnicity, and language (REL) data within City Services.

Indicator of Success: Improvement by City Departments in the collection and analysis of REL data (baseline must be established in order to set an expected outcome).

Lead(s): Office of Economic Opportunity

Action 7: Continue to promote diversity and inclusion best practices for all City of Portland staff, including but not limited to: racial bias training and intercultural awareness.

Indicator of Success: Overall participation of COP staff and learning assessment after each training opportunity.

Lead(s): Diversity and Inclusion Specialist, City of Portland.

3. Cultural and Social Inclusion

Cultural inclusion is defined by an ability to foster intercultural dialogue by building connections between newcomers and longer-term residents to strengthen relationships and communicate shared values. Accountability for anti-discrimination and support for differences in religious practice or cultural orientation is a central focus. Cultural inclusion spans over many spheres, including health inclusion. The demand for respect of cultural and religious differences deems it necessary to adapt practices to a diversity of cross-sector cultural expressions.

Social inclusion allows for the participation and empowerment of all city residents to engage in community life and actively promotes a sense of belonging and shared identity. This sense of belonging is accomplished in a variety of ways, including but not limited to: demanding access to high quality green space, transportation and housing for all Portlanders, and fostering trust between residents, including newcomers, and local safety agencies.

Strategy I: Improve Upon the Intercultural Awareness between Newcomers and Receiving Communities and foster social connection

Short term expected result: Aggregated results from all supported programs and initiatives indicate a greater sense of belonging and learning by all participants.

Long term expected result: By December 2020, Portland's my COM Social Inclusion and Cultural Inclusion results increase by 3% or more.

Action 1: Continuous implementation of U.S. cultural orientation for recent General Assistance (GA) recipients from abroad/foreign born and continue to expand reach beyond GA.

Indicator of Success: Through a pre and post evaluation, 80% of participants express a greater understanding of U.S. culture and aspects of city life.

Lead(s): Office of Economic Opportunity and Social Services Division, City of Portland.

Action 2: By December 2018, *[Culture Grams](#) are made available to City of Portland staff and published on website and social media.

Indicator of Success: By December 2019, assess impact by issuing a pre and post evaluation of those who access the culture grams.

Lead: Office of Economic Opportunity

Action 3: Adapt and Implement Anchorage's Tradition Tuesdays in a public setting, such as the Portland Public Library or other.

Indicator of Success: By December 2020, Tradition Tuesdays is implemented and measurable outcomes are embedded.

Lead: Office of Economic Opportunity

Action 4: Continue to expose all Portlanders to our global neighbors through a variety of ways, including the public television show Global Connections.

Indicator of Success: By June 2019, track Number of social media likes and comments and assess continuation.

Lead(s): Office of Economic Opportunity

Action 5: Create a an online central repository exists to highlight reports and best practices to improve/reach racial equity city-wide.

Indicator of Success: Accessibility and quality of the materials available online are rated via social media and online traffic accessing the resources.

Lead(s): Office of Economic Opportunity

4. Welcome-ability

Municipal welcome-ability is defining characteristics that display a city's openness, preparedness, and support to integrate newcomers. This feature encourages the inclusion of underrepresented groups in leadership and civic life. Public service providers and city branding reflect values of diversity.

Strategy I: Honor and celebrate newcomers to Portland.

Short term expected result: Aggregated results from all supported programs and initiatives indicate a greater sense of belonging and learning by all participants OR Portland's My COM Welcome-ability results improve by...

Long term expected result: Portland's My COM Welcome-ability results improve by ... or every year by....

Action 1: Celebrate [Welcoming Week](#) with a series of events

Indicator of Success: Welcoming Week is celebrated every year and participation increases by 10% or more.

Lead: Office of Economic Opportunity

Strategy II: Actively promote Portland as a welcoming, culturally and racially diverse vibrant city.

Short term expected result: Social media and other qualitative participatory feedback validates Portland's welcomability.

Long term expected result: Portland's my COM Welcome-ability results improve by 5%

Action 1: Capture a variety of testimonials with the message "I belong in Portland because" and "Portland speaks to me because..." from communities of color and share their stories of success on the City website, social media, and other similar platforms.

Indicator of Success: # of interviews/stories captured on website; # of media and social media partners communicating message; and, number of comments/likes in social media sites.

Lead(s): Office of Economic Opportunity and its Advisory Committee

Action 2: Identify partners such as Maine International Trade Center (MITC) and other organizations with the goal/mission to promote Portland globally and across the United States, and look for opportunities for new collaborative programs and outreach efforts.

Indicator of Success: Identify at least one new innovative initiative or outreach effort that involves two or more public or private partners, who commit to sharing time and resources in the joint effort to promote Portland domestically and internationally.

Lead(s): Office of Economic Opportunity

Action 3: Support city-wide celebrations that honor the uniqueness of Portland's cultural, linguistic, and/or religious minorities.

Indicator of Success: Number of executed celebrations by September 2020 and acquired learning as a result of the celebration.

Lead(s): Office of Economic Opportunity



Portland Professional Connections

*Broadening your network
one connection at a time*

Mainer
meet
Mainer





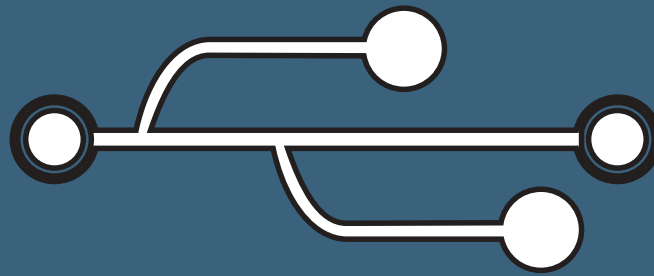
Our Mission

The City of Portland's Office of Economic Opportunity in collaboration with the Portland Regional Chamber of Commerce presents Portland Professional Connections. The mission of this program is to foster economic inclusion which involves equal opportunity to employment. Immigrants and other underrepresented communities have the skills and assets to thrive, and economic development systems are prepared to leverage new and existing talent. It is our objective to enhance access to career pathways and successful professional outcomes so that all Portlanders have an opportunity for upward economic mobility.

This initiative is based upon the Halifax and St. Louis Connector programs and welcomes Connectees and Connectors. Connectees are foreign trained professionals seeking employment in their sector. Connectors are employed or retired individuals with five or more years of experience in their corresponding field. Through informal meetings and creation of a professional network, Connectors will help their foreign trained colleagues build connections and a skill set to apply for jobs in Portland.

Although there is no guarantee of employment upon completion of this program, meaningful connection will be an end result at the very least. Connectors will have the opportunity to broaden their own networks within the new Mainer community and help cultivate local talent. Equally as important, Connectees will gain valuable insight into the local job market and build their professional network.

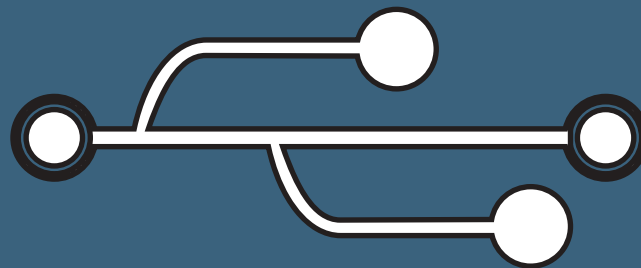
Description: The goal of this program is to increase your understanding of the local job environment, immerse you in your desired industry, and expose you to potential career opportunities. Please note that this does not guarantee employment but rather helps connect you with professionals who want to help facilitate your job-searching process. You will be matched with a Connector based on your similar career objectives and it is your responsibility, once matched with a Connector, to arrange a 30-minute meeting to discuss your career goals and objectives with the Connector.



Requirements:

- College degree, completion of advanced training program, and/or receipt of diploma, certificate, degree
 - Valid long term United States work permit
- Residency in greater Portland area and long-term intent to stay in the area
- Sufficient English language competency to be employable in your desired field
 - Release of resume information to potential employers

Description: As a Connector, you will play a crucial role in helping New Mainers understand the network and industry and provide valuable information, advice, and connections to the Connectee. Connectors are civil servants, community leaders, and local professionals who are chosen based on their relevant experience and professional backgrounds. Connectors strive to continue to make Portland an inclusive and welcoming city. You will be matched with a Connectee based on your similar career objectives. It is your responsibility to confirm a 30-minute meeting to discuss industry backgrounds, skills, areas of expertise, current market demands, and hidden job opportunities. You are also asked to refer the Connectee to at least 3 other people in your network with relevant backgrounds and career interests. The goal of this program is to increase the Connectee's understanding of the local job environment, immerse them in their desired industry, and expose them to potential career opportunities in the Portland area.



Requirements:

- Established industry professional with 5+ years experience in the field
- Welcoming and inclusive attitude toward New Mainers
- Open to a 30-minute meeting with New Mainers

Program Overview

THERE ARE THREE ELEMENTS OF THIS PROGRAM:

- Element 1 is a meeting over coffee which consists of an overview of the local job market and industry in Portland.
- Element 2 is building professional connections where the ultimate expectation is establishing a minimum of three connections.
- Element 3 is evaluation – it is important to OEO and the Chamber that we receive your feedback.





Coffee Meeting

The Connectee will send the Connector an email to set up a time and place to meet over coffee.

This meeting will take place at a coffee shop and will last about 30 minutes.

Although there is only one required meeting, further in-person meetings are encouraged.

Two additional meetings are highly recommended. The more the Connector and Connectee meet, the better the relationship will be and subsequently the results will improve.



Meeting Suggestions

Discuss professional background, skills, areas of expertise and experience of both colleagues.

Discuss current market demands, industry related news, industry backgrounds, and an overview of the workforce in Portland.

Discuss career objectives of Connectee.

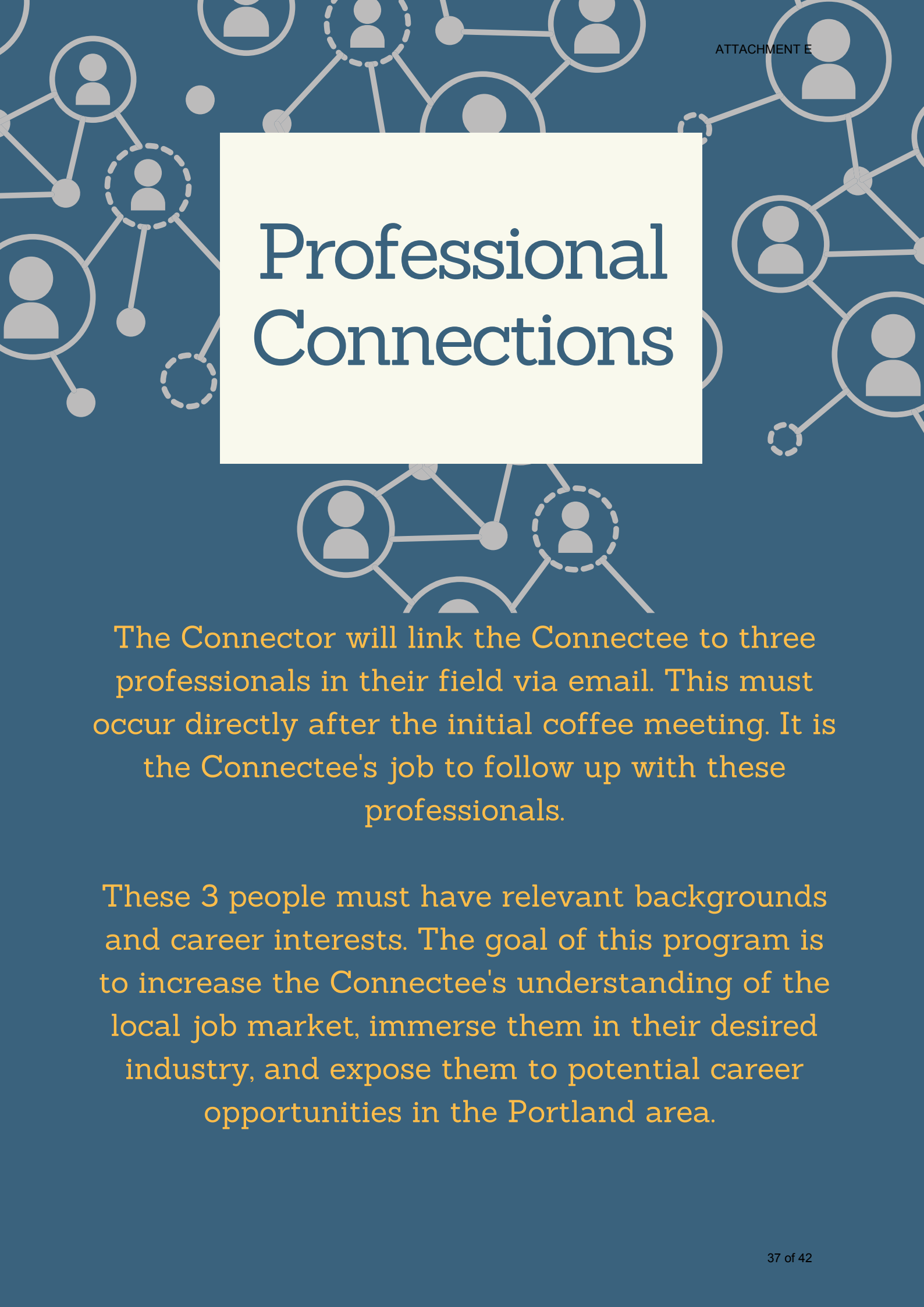
Resume/cover letter improvement

LinkedIn creation or improvement.

Job searching on Indeed or upwardlyglobal

Interview preparation.

Set goals.



Professional Connections

The Connector will link the Connectee to three professionals in their field via email. This must occur directly after the initial coffee meeting. It is the Connectee's job to follow up with these professionals.

These 3 people must have relevant backgrounds and career interests. The goal of this program is to increase the Connectee's understanding of the local job market, immerse them in their desired industry, and expose them to potential career opportunities in the Portland area.

Evaluation

Once the three connections have been made, the Connector and Connectee must notify the Office of Economic Opportunity.

After the Office of Economic Opportunity is notified of the connections, the participants will receive a participant program evaluation via google forms which should be completed promptly. If there are any questions throughout this process, the Office of Economic Opportunity and the Portland Regional Chamber of Commerce are here to help!

Do not hesitate to contact us with any questions or concerns. The contact email is PortProfessionalConnections@gmail.com.

Pre-Evaluation	1	2	3	4	5	Average Score	
Knowledge and understanding of intercultural competency	5.88%	11.76%	52.94%	23.53%	5.88%	3.1	
Understanding of costs and benefits of being interculturally competent	5.88%	5.88%	47.06%	35.29%	5.88%	3.3	
General understanding of cultural, linguistic, and racial diversity in Portland	5.88%	11.76%	11.76%	64.71%	5.88%	3.5	
Comfort level applying diversity and inclusion strategies into your workplace	0.00%	29.41%	17.65%	17.65%	35.29%	3.6	
Post-Evaluation							Change in Score
Knowledge and understanding of intercultural competency	0.00%	0.00%	5.56%	72.22%	22.22%	4.2	1.1
Understanding of costs and benefits of being interculturally competent	0.00%	0.00%	5.56%	50.00%	44.44%	4.4	1.1
General understanding of cultural, linguistic, and racial diversity in Portland	0.00%	0.00%	5.56%	61.11%	33.33%	4.3	0.8
Comfort level applying diversity and inclusion strategies into your workplace	0.00%	0.00%	27.78%	44.44%	27.78%	4	0.4

Pre-Evaluation	1	2	3	4	5	Average Score	
Knowledge and understanding of intercultural competency	0	0	50%	50%	0	3.5	
Understanding of costs and benefits of being interculturally competent	0	10%	30%	60%	0	3.5	
General understanding of cultural, linguistic, and racial diversity in Portland	0	0	40%	50%	10%	3.7	
Comfort level applying diversity and inclusion strategies into your workplace	0	10%	20%	60%	10%	3.7	
Post-Evaluation							Change in Score
Knowledge and understanding of intercultural competency	0	0	7.70%	53.80%	38.50%	4.3	0.8
Understanding of costs and benefits of being interculturally competent	0	0	15.40%	38.50%	46.20%	4.3	0.8
General understanding of cultural, linguistic, and racial diversity in Portland	0	0	23.10%	61.50%	15.40%	3.9	0.2
Comfort level applying diversity and inclusion strategies into your workplace	0	0	0	61.50%	38.50%	4.4	0.7

Portland, Maine



Yes. Life's good here.

Economic Development Department
Gregory A. Mitchell, Director

July 2018 Report: Immigrant Entrepreneurship Workshop
Sessions held June 4, 6, 11 and 13, 2018
at Portland Adult Education

The City of Portland partnered with Portland Adult Education (PAE) and New Ventures Maine (NVME) to present a free workshop - ***Immigrant Entrepreneurs: Starting a Business in Maine***. Sponsorship was kindly provided by Gorham Savings Bank and C-Port Credit Union.

Overview

The workshop was comprised of four sessions, each two hours in length, offered June 4, 6, 11 and 13, 2018 at Portland Adult Education (14 Locust Street in Portland). The objective was to provide non-native English speakers, with entrepreneurial spirits, an understanding of the basics of starting a business in the United States. In a classroom setting the workshop used interactive exercises, panel discussions and frequent Q&A to communicate a substantial amount of information about business plans, marketing and pricing, financial spreadsheets and next steps. The instructor was Gigi Guyton with NVME. She has facilitated microenterprise trainings and financial management workshops since 2008.

In total, fifteen students attended the workshop. While not all came to all sessions, each successive session seemed to attract new people as word of mouth spread. Six of the 15 completed the workshop in its entirety. A few of the students didn't realize that each of the four sessions was different and that they were supposed to attend all of them. Future marketing will make that point more clear. The workshop was promoted on the websites of PAE, NVME and the City of Portland. E-newsletters and emails were also sent to a range of organizations throughout the Portland region that provide assistance to immigrants. Media coverage on the Workshop appeared in the Portland Press Herald and MaineBiz.

The first and last sessions of the Workshop (June 4th and June 13th) included panel discussions. The first showcased four invited immigrant business owners, sharing their personal stories and experiences of starting and running their businesses. They told of hard work, the need to be open-minded and flexible, the desire to meet the needs of customers and to help others along the way. The inspirational nature of these stories generated numerous questions from the attendees, providing a rich learning environment. The other panel was held during the second half of the last session and included business counselors from SCORE, Women's Business Center and StartSmart (CEI), NVME, and the City's loan underwriter who relayed the particulars of seeking financing. This session helped the attendees understand the resources available to assist them in the Portland area should they decide to pursue opening a business.

Student Demographics

Attendees were immigrants from a wide range of countries primarily in Africa but also Asia and South America. The countries included Burundi, Rwanda, Afghanistan, Thailand, Congo, Eritrea, Gabon, Angola and Peru. Racially, most of the class was Black/African American (10) with the remainder being Asian (3), Native American (1) and Hispanic/Latino (1). All spoke at least level 4 English so interpreters were not needed.

The education level among the fifteen students was quite high as 60% had a bachelor's (6) or graduate degree (2). Others had an associate's degree (3) or were taking college coursework (2) and only one had just a high school diploma. Two were currently enrolled in school. The gender breakdown was majority male (9), though women made up 40% (6) of the workshop attendees. Just under half (47%) noted that they were heads of household.

Employment status was varied, with two-thirds employed full-time (5), part-time (3) or self-employed (2). Six of the seven that were unemployed noted they were looking for work. Just over half (53%) of the attendees indicated that they had savings.

Student Evaluations

The workshop received high marks from the attendees, with many expressing the desire to go into the course subject matter more deeply in another workshop. In addition to positive verbal comments, attendees filled out evaluations at the conclusion of the last session. The instructor/facilitator, Gigi Guyton, received high marks for her knowledge of the subject matter, keeping the class moving and on course, being prepared and organized, and presenting valuable information. All noted that they would recommend the workshop to others. Since the conclusion of the workshop, Ms. Guyton has communicated, either in person or by phone/email, with three of the participants, some including their business partners and family members, to help with the business planning process, licensing procedures, and personal workforce development.

Next Steps

Given the reaction to this pilot effort, the partners have agreed to present the workshop again but this time going into each of the subject areas in greater detail and a bit more slowly. Therefore, there is discussion on presenting it in six sessions, rather than just four, and giving over much of the first and last sessions to panel discussions as those were so well received. The workshop will again be offered at Portland Adult Education, included in their fall class offerings. The dates and times for the fall workshop will be determined shortly.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee

FROM: Greg Mitchell

DATE: November 6, 2018

SUBJECT: Bayside Former Public Works Property Sale Update

At the request of the EDC, this memorandum will provide an update on the status of City owned Bayside former Public Works property sales. This is provided for your information; no action or EDC direction is requested.

Property Sale and Redevelopment Status Overview

See attached Boulos brochure map of the six City owned Bayside former Public Works properties.

The ownership of three of the six Bayside former Public Works properties have transferred to the private sector with redevelopment activity underway.

Two more properties will transfer to private ownership this calendar year, with the last remaining property to be sold in March/April of 2019.

The following matrix provides more information for each of the six properties.

Property Address	Date of Property Closing	Buyer	Redevelopment Status/Type of Project
65 Hanover/52 Alder Street	4/6/2018	Rob Barrett	Under redevelopment for maker space.
82 Hanover Street	8/2/2018	Tom Watson	Under redevelopment for commercial mixed uses.
60 Parris Street (f/k/a 56 Parris Street)	4/5/2018	Jack Soley	Under redevelopment for 23 residential condominiums that will be sold.
44/52 Hanover Street	Planned for mid-November, 2018	Tom Watson	City will occupy until September 2019 to allow time to construct an addition to the City Canco Road Complex.

55 Portland Street	Public Works to relocate to Canco Road this month. Closing planned for early December 2018.	Ford Reiche	Office redevelopment to occur after City staff vacates the property.
178 Kennebec Street	Planned for March/April, 2019	Ross Furman with Nathan Szanton	55+ year old affordable housing project. City housing funds and MSHA housing tax credits secured.

I look forward to providing you this update at your November 14, 2018, meeting.



PARCEL MAP



1

55 PORTLAND STREET

2

44 HANOVER STREET

3

56 PARRIS STREET

4

82 HANOVER STREET

5

65 HANOVER STREET

6

178 KENNEBEC STREET



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee (EDC)
FROM: Gregory A. Mitchell, Economic Development Director
DATE: November 2, 2018
SUBJECT: **EDC Accomplishments During Calendar Year 2018**

This memo is intended to highlight the accomplishments of the EDC during calendar year 2018.

Over the course of 2018, the EDC met a total of 14 times, including its November 14th meeting. The results of those meetings are as follows:

2018 EDC Work Plan forwarded to the City Council as a Communication.

FYE2017 Annual Tax Increment Financing (TIF) Report forwarded to the City Council as a Communication.

Lease at 94 Free Street and Spring Parking Garage Revenue Sharing Agreement to support the Eastern Conference Hockey Team League forwarded to the City Council for approval.

Waterfront TIF District Amendment to add additional properties forwarded to the City Council for approval.

44 Hanover Street Purchase and Sale and Lease Agreements forwarded to the City Council for approval.

Amendments to Ready Seafood Company Lease forwarded to the City Council for approval.

Third Amendment to Bay Ferries Lease forwarded to the City Council for approval.

Discussion of results of the Employment Disparity Study Scope and Cost Research for EDC direction. EDC direction was that it needed more information on costs before moving forward.

Public Hearing and direction related to POT/MSP Redevelopment Plan. After meetings in March and June, the EDC's direction was to take a 3-6 month pause due to the uncertainty of continued Ferry Service to Nova Scotia.

Ordinance Amendment to Chapter 2, Section 2-203 and Chapter 15, Section 15-8 regarding property owners to pay personal property tax of prior owners was forwarded to the City Council for approval.

Proposed sale of City-owned Riverside Street property. Over the course of 2018, the EDC held three executive sessions to provide staff direction for negotiations for sale, including the 11/14/2018 EDC meeting.

Proposed Waterfront TIF District CEA. The EDC met in executive session twice to discuss a proposed CEA in the Waterfront TIF District.

Third Amendment to 178 Kennebec Street Purchase and Sale Agreement due to project scope change to senior affordable housing forwarded to the City Council for approval.

Amendment to expand geographical boundaries to Portland Downtown District forwarded to the City Council for approval.

Authorizing discontinuance of public easement and retention of utility easement along Lancaster Street and Parris Street and Hanover Street on the 82 Hanover Street property, and accept a new pedestrian easement over 82 and 44 Hanover Street was forwarded to the City Council for approval.

Street discontinuance, with public access to remain on Portland Pier, forwarded to the City Council for approval.

Amendment to Bayside TIF to remove second floor condo unit at 178 Kennebec Street for it to be its own free-standing AH TIF District forwarded to the City Council for approval.

Update/feedback for amendments to Outdoor Dining allowing for use of non-contiguous areas. EDC feedback, at its July 17, 2018, meeting was to have more public process and outreach via Portland Downtown and the City Manager managing that process. The Committee will be further updated on this at its November 14, 2018 meeting.

Discussion of Workforce Training System Programs and policy, and funding – possibly by TIF revenue funds, which would require amendments to BTIF, WTIF, and the DT TOD TIF. After a joint EDC/Finance Committee to discuss proposed amendments to the WTIF, DT TOD TIF, and BTIF to increase municipal investment options, including work force training among others, and increase captured percentage rate for DT TOD TIF to up to 100%, the EDC held a public hearing and forwarded the proposed amendments to these three area-wide TIF districts to the City Council for approval.

Annual TIF Report for FYE2018 reviewed and forwarded to the City Council for approval.

McAuley TIF Assignment reviewed and forwarded to the City Council for approval.

After two executive sessions, followed by a public hearing, a Purchase and Sale Agreement with Waterstone Development to sell landlocked property near Westbrook line at the Maine Turnpike was forwarded to the City Council for approval.

CBITD Lease Negotiations. The EDC held two executive sessions to provide direction to staff on lease negotiations. The EDC will have a public hearing and vote at its November 14, 2018 meeting for a recommendation to the City Council.

Proposed Impact Fee Ordinance was reviewed over the course of 2018 with two meetings for updates for feedback from the EDC, as well as two public hearings which resulted in the EDC forwarding the proposed Impact Fee Ordinance and Schedule to the City Council for approval.

PILOT/SILOT Update/discussion on 6/19/2018, and public hearing on 10/2/2018, at which time the item was tabled to early 2019 for further outreach.

RFP to conduct a feasibility and marketing analysis to support a convention center for feedback to staff. EDC feedback was supportive and staff will bring it back to the EDC in early 2019 with more information on costs for the study and private/public partnerships to fund the study.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: November 8, 2018

SUBJECT: Federal Opportunity Zone Program

Councilor Costa asked that the Federal Opportunity Zone Program be added to the November 14, 2018 EDC meeting.

This memorandum will provide an overview of the Opportunity Zone Program.

The 2017 Tax Cuts and Jobs Act created a Federal tax incentive program based upon economically distressed Opportunity Zones based upon 2010 US Census tracks. Investors in Qualified Opportunity Zone businesses have the ability to defer, and to some extent eliminate, recent capital gain income, by properly investing their gain proceeds. Governor LePage designated 32 Opportunity Zones in Maine, including a portion of Downtown Portland and Portland's entire waterfront from Sprague Energy to the Portland Company site. See attached map for Portland, along with IRS Opportunity Zone (OZ) Frequently Asked Questions. The OZ Program Rules have recently been published.

City staff notified Portland based developers of this Program to evaluate its use to support private sector investment. Staff is scheduled to attend upcoming meetings about this Program and will provide updates, to the EDC, as appropriate.

Attachments:

Opportunity Zone Map (for illustration purposes)
Opportunity Zone FAQ

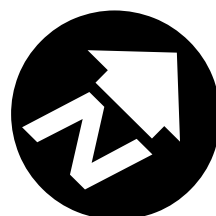


Portland, Maine Opportunity Zones



Zones based on US 2010 Census Block Groups #2300 5000 3001, #2300 5000 3002 as take from Portland GIS Program data. Aerial photo is 2018 pictometry.

Map produced by the City of Portland Department of Economic Development. Intended for illustration only. November 2018



2,500 1,250 0 2,500 Feet





Opportunity Zones Frequently Asked Questions

Q. What is an Opportunity Zone?

A. An Opportunity Zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as Opportunity Zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury via his delegation of authority to the Internal Revenue Service.

Q. How were Opportunity Zones created?

A. Opportunity Zones were added to the tax code by the Tax Cuts and Jobs Act on December 22, 2017.

Q. Have Opportunity Zones been around a long time?

A. No, they are new. The first set of Opportunity Zones, covering parts of 18 states, were designated on April 9, 2018. Opportunity Zones have now been designated covering parts of all 50 states, the District of Columbia and five U.S. territories.

Q. What is the purpose of Opportunity Zones?

A. Opportunity Zones are an economic development tool—that is, they are designed to spur economic development and job creation in distressed communities.

Q. How do Opportunity Zones spur economic development?

A. Opportunity Zones are designed to spur economic development by providing tax benefits to investors. First, investors can defer tax on any prior gains invested in a Qualified Opportunity Fund (QOF) until the earlier of the date on which the investment in a QOF is sold or exchanged, or December 31, 2026. If the QOF investment is held for longer than 5 years, there is a 10% exclusion of the deferred gain. If held for more than 7 years, the 10% becomes 15%. Second, if the investor holds the investment in the Opportunity Fund for at least ten years, the investor is eligible for an increase in basis of the QOF investment equal to its fair market value on the date that the QOF investment is sold or exchanged.

Q. What is a Qualified Opportunity Fund?

A. A Qualified Opportunity Fund is an investment vehicle that is set up as either a partnership or corporation for investing in eligible property that is located in a Qualified Opportunity Zone.

Q. Do I need to live in an Opportunity Zone to take advantage of the tax benefits?

A. No. You can get the tax benefits, even if you don't live, work or have a business in an Opportunity Zone. All you need to do is invest a recognized gain in a Qualified Opportunity Fund and elect to defer the tax on that gain.

Q. I am interested in knowing where the Opportunity Zones are located. Is there a list of Opportunity Zones available?

A. Yes. The list of designated Qualified Opportunity Zones can be found at [Opportunity Zones Resources](#) and in the Federal Register at [IRB Notice 2018-48](#). Further a visual map of the census tracts designated as Qualified Opportunity Zones may also be found at [Opportunity Zones Resources \[link\]](#).

Q: What do the numbers mean on the Qualified Opportunity Zones list, Notice 2018-48?

A: The numbers are the population census tracts designated as Qualified Opportunity Zones.

Q: How can I find the census tract number for a specific address?

A: You can find 11-digit census tract numbers, also known as GEOIDs, using the U.S. Census Bureau's Geocoder. After entering the street address, select ACS2015_Current in the Vintage drop-down menu and click Find. In the Census Tracts section, you'll find the number after GEOID.

Q. I am interested in forming a Qualified Opportunity Fund. Is there a list of Opportunity Zones available in which the Fund can invest?

A. Yes. The list of designated Qualified Opportunity Zones in which a Fund may invest to meet its investment requirements can be found at [Notice 2018-48](#).

Q. How does a corporation or partnership become certified as a Qualified Opportunity Fund?

A. To become a Qualified Opportunity Fund, an eligible corporation or partnership self-certifies by filing Form 8996, Qualified Opportunity Fund, with its federal income tax return. Early-release drafts of the [form](#) and [instructions](#) are posted, with final versions expected in December. The return with Form 8996 must be filed timely, taking extensions into account.

Q: Can a limited liability company (LLC) be an Opportunity Fund?

A: Yes. A LLC that chooses to be treated either as a partnership or corporation for federal tax purposes can organize as a Qualified Opportunity Fund.

Q. I sold some stock for a gain in 2018, and, during the 180-day period beginning on the date of the sale, I invested the amount of the gain in a Qualified Opportunity Fund. Can I defer paying tax on that gain?

A. Yes, you may elect to defer the tax on the amount of the gain invested in a Qualified Opportunity Fund. Therefore, if you only invest part of your gain in a Qualified Opportunity Fund (s), you can elect to defer tax on only the part of the gain which was invested.

Q. How do I elect to defer my gain on the 2018 sale of the stock?

A. You may make an election to defer the gain, in whole or in part, when filing your 2018 Federal Income Tax return. That is, you may make the election on the return on which the tax on that gain would be due if you do not defer it.

Q. I sold some stock on December 15, 2017, and, during the required 180-day period, I invested the amount of the gain in a Qualified Opportunity Fund. Can I elect to defer tax on that gain?

A. Yes. You make the election on your 2017 return. Attach [Form 8949](#), reporting Information about the sale of your stock. Precise instructions on how to use that form to elect deferral of the gain will be forthcoming shortly.

Q. Can I still elect to defer tax on that gain if I have already filed my 2017 tax return?

A. Yes, but you will need to file an amended 2017 return, using [Form 1040X](#) and attaching [Form 8949](#).

Q. How can I get more information about Opportunity

Zones?

A. Over the next few months, the Treasury Department and the Internal Revenue Service will be providing further details, including additional legal guidance, on this new tax benefit. More information will be available at [Treasury.gov](https://www.treasury.gov) and [IRS.gov](https://www.irs.gov).

Page Last Reviewed or Updated: 05-Nov-2018