

**Housing & Economic  
Development Committee Meeting**  
Tuesday, April 21, 2026 at 5:30 PM



**MEMBERS**  
Councilor Pious Ali, Chair  
Councilor Regina Phillips  
Councilor Kate Sykes  
Councilor Sarah Michniewicz

To submit written public comment on an agenda item, email [edd@portlandmaine.gov](mailto:edd@portlandmaine.gov). Submissions must be received by 12:00 pm the day before the Housing & Economic Development meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

**REMOTE ACCESS INFORMATION**

The Housing & Economic Development Committee will conduct this meeting remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit \*9. You will be unmuted by the host when it is time for public comment.

<https://portlandmaine-gov.zoom.us/j/83329598115?pwd=QnfQQHnN8dDEDPPXS55htOhMV8zKPz.1>

1. **Review and accept Minutes of previous meeting held on March 31, 2026**
  - a. See attached draft Meeting Minutes from March 31, 2026
2. **Communication: Quarter 1 (1/1/2026 - 3/31/2026) Rent Control Report - Jessica Quattropani**

*The Permitting and Inspections Department produced this quarterly communication to detail Rent Control activities for Quarter 1 of Calendar Year 2026 - from January 1, 2026, through March 31, 2026. The report includes information on the Rent Board, Rent Control Inspections, and the number of complaints (including founded and unfounded and in progress), audits, quality controls, and license reviews for the quarter. Committee action is not required.*

  - a. See attached Rent Control Quarter 1 report
3. **Discussion: Submitting Census Tract 6 for Potential Opportunity Zone Nomination by Governor Mills - Dena Libner**

*The Opportunity Zones incentive is a community investment tool established initially by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. Opportunity Zones provide a tax benefit for qualified property investments in designated zones; the program became permanent in Federal legislation in 2025. Opportunity Zones (OZs) are defined by individual census tract, nominated by America's Governors, and certified by the U.S. Secretary of the Treasury every 10 years. To select Maine's 25 eligible tracts, the Maine Department of Economic and Community Development (DECD) is collecting information on properties*

*actively under consideration for development. Municipalities and developers may submit relevant information to DECD by April 30, 2026. Staff recommend that the City submit Census Tract 6 (Bayside) to DECD for the Governor's consideration as a potential mechanism to encourage development and growth in an economically-disadvantaged area with a high proportion of low-income households. Staff seek guidance from the Committee on this proposed submission. No Committee action is required.*

- a. See attached Memorandum Regarding Opportunity Zones
- b. See attached map of Census Tract 6 (Bayside).
- c. See Map of Maine Opportunity Zones

**4. Discussion: Concept Proposal - East End Beach Bath House Public-Private Partnership - Dena Libner/Ethan Hipple**

*Staff have recommended that the City pursue a public-private partnership to rebuild the heavily used, aging East End Bath House. The current seasonal structure lacks insulation and year-round water, forcing heavy off-season use of portable toilets. A reconstruction would aim for a year-round, ADA-compliant facility to serve the hundreds of daily trail and beach users (over 300,000 annual users) and support safe swimming at the public beach. Due to the many capital needs in Portland, staff recommend pursuing a public-private partnership to offset the cost of construction and enhance the offerings available to users. Committee action is not required.*

- a. See attached Memo. Staff are seeking conceptual feedback on a proposal to secure a private partner to reconstruct the East End Beach Bath House. No Committee action is required.

**5. Discussion: Review of draft Request for Proposals for James A. Banks, Sr., Exposition Building - Dena Libner/Ethan Hipple**

*The James A. Banks Sr. Portland Expo, a city asset over 110 years old, requires significant repairs. Based on City Council guidance provided in September 2025, staff have drafted a Request for Proposals (RFP) from contractors to develop a conceptual schematic site plan and associated cost estimate for the potential redevelopment of the Portland Expo. Staff seeks HEDC feedback on the general concepts included in the draft RFP prior to its issuance. The results of this contracted work may inform future Council decisions on necessary repairs, investment, and potential redevelopment. Committee action is not required.*

- a. See attached Memo to HEDC Committee
- b. Proposed Draft RFP Attached
- c. See attached Map of Area

**6. Public Comment: Review and recommendation to the City Council for the FY2027 Agreement and Development Plan for the Portland Tourism Development District - Mary Davis**

*The Portland Tourism Development District was formed by the City Council in 2024 to generate funding to support destination marketing activities by Visit Portland, a nonprofit organization. Revenue is generated by an assessment levied on 23 hotels in the District with 40+ rooms. The agreement before the Committee does not include any substantive changes compared to the FY2026 agreement. Committee action is requested, and public comment will be accepted.*

- a. See attached Memo to HEDC
- b. See attached listing of hotels in District
- c. See attached redlined FY2027 Agreement with Development Plan
- d. See attached clean FY2027 Agreement with Development Plan

7. **Discussion: Staff Presentation of the 2025 Annual Housing Report - Mary Davis/Kevin Kraft**

*The 2025 Housing Report is prepared annually by the Departments of Housing and Economic Development and Planning and Urban Development for the Housing and Economic Development Committee. This report is designed to give an overview of housing development activity, approvals, completions, funding sources, and projects benefiting from subsidies in the 2025 calendar year. Committee action is not required.*

- a. See attached 2025 Annual Housing Report

Next Meeting Date: May 19, 2026

**MINUTES**  
**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE**  
**Date: March 31, 2026 at 5:30 pm**

**NOTE: This meeting was held via Zoom and can be viewed at this link:**  
<https://portlandme.portal.civicclerk.com/event/9544/files/agenda/19653>  
**These minutes provide a record of those in attendance, general discussions that took place and motions made.**

Attendance:

Committee Members: Councilor Pious Ali, Chair, and members Councilors Regina Phillips, Sarah Michniewicz, and Kate Sykes.

Staff: Dena Libner, Assistant City Manager, Mary Davis, Housing and Community Development Division Director, Heidi McCarthy, Housing Program Manager, Lori Paulette, Principal Administrative Officer, Melissa Hue, Director, Office of Economic Opportunity

- 1. Review and vote to approve meeting Minutes from the February 17, 2026, meeting.**

Motion to approve: Councilor Michniewicz  
Second: Councilor Phillips  
Approved 4-0

- 2. Communication: Update from Portland Adult Education on FY2026 TIF Supported Workforce Training Programs and FY2027 Work Plan for TIF Supported Workforce Training Programs - Melissa Hue**

Ms. Hue introduced Portland Adult Ed's Interim Executive Director Kate Hersom and Workforce Training Programs Manager Barbara Mascarenas. Ms. Hue then noted that since 2023, the City's Downtown TIF District has been supporting PAE's workforce training program funding in the amount of \$200,000, and this has been budgeted again for FY2027 in that TIF District budget. There have been Federal changes that PAE is working through – particular the transportation program, and their FY2027 programming includes child care and looking into hospitality workforce training.

Ms. Hersom thanked Ms. Hue and the City for the ongoing support, and Ms. Mascarenas then highlighted FY2026 accomplishments to date and the FY2027 programs planned. Ms. Mascarenas noted that PAE's workforce training programs are pathways for obtaining jobs and training for higher paying jobs.

There was some discussion regarding hospitality workforce training, and Ms. Mascarenas said that they would work with Visit Portland, Portland Downtown, and the Chamber so as not to duplicate efforts. Councilor Sykes requested that the Portland Tourism Development District be looked into for future funding for this type of training.

Seeing no further discussion, Chair Councilor Ali thanked all for the update for this year and plans for FY2027.

**3. Review and vote on a recommendation to the City Council regarding a proposed amendment to City Council Order 18-24/25 for CHOM's project at 186 Woodford St (Formerly referred to as 202 Woodford St).**

Heidi McCarthy, Housing Program Manager introduced the item. Staff is recommending amending Order 18-24/25 to update the address for the Community Housing of Maine (CHOM) proposed project, the Woodbury from 202 Woodford to 186 Woodford. The order would be further amended to reflect \$450,000 in HOME funds and \$0 in Housing Trust Funds, along with updating the project name and addresses to reflect the correct project.

Committee members asked several clarifying questions.

Councilor Michniewicz asked whether there was an advantage for the source coming from a non-BABA source. Heidi McCarthy stated there is no advantage regarding additional eligible costs.

Councilor Sykes asked what we are not going to spend HOME funds on because we are moving them to this project. Heidi McCarthy stated that this is a swap of funds, not addition of funds.

Councilor Sykes asked whether this would mean any structural changes to affordability or number of units. Heidi McCarthy said no.

Councilor Sykes asked whether BABA will or will not delay the project. Mary Davis stated that they are one of the projects working through the waiver process.

Councilor Phillips asked for clarification on the purpose of moving the money. Mary Davis stated that we are not moving money because we need to meet the requirement, but we are no longer splitting it up. The HTF funds can now be put into another project to move forward more quickly.

Councilor Ali opened the item to public comment. No public comment was offered.

Motion to approve: Councilor Sykes  
Second: Councilor Michniewicz  
Approved: 4-0

4. **Review and vote on a Recommendation to the City Council regarding proposed amendments to the Tax Increment Financing (TIF) - Mary Davis, Heidi McCarthy**

Heidi McCarthy, Housing Program Manager introduced the item. Staff is seeking direction on potential changes to the TIF Policy to lower costs and administrative burden associated with implementation. Proposed changes include clarifying definitions of financial necessity and capacity, streamline terms for LIHTC applicants to leverage QAP point, and allowing in-house underwriting for LIHTC applicants.

Councilors offered several comments and questions regarding fiscal responsibility, oversubsidizing projects and identifying these concerns as a state-wide problem, not just a Portland problem.

Councilor Sykes stated concerns about oversubsidization and the system of LIHTC funding and asked whether there could be an opportunity to get additional units or deeper affordability.

Councilor Michniewicz stated concerns about oversight and would be interested to hear what it might look like to make changes and what deadlines would be for decisions. Mary Davis stated there is no urgency or deadline in acting on the proposed changes and reiterated that we are seeking guidance and feedback from the committee. Davis also provided additional background to the QAP and TIF process in other communities.

Councilor Sykes expressed that the system should change and questioned whether there could be a mechanism to check whether additional funds were actually translating into deeper affordability. Mary Davis stated that although it is true that additional funds may be used for deeper affordability or extra units, it occurs in subsequent projects.

Councilor Sykes asked whether there would be time to bring this back to the committee before the summer. Mary Davis stated that the points raised will take more time to consider before being addressed. Councilor Sykes is feeling urgency around this and is curious whether there are items that could be kept and sent to council now. Mary Davis stated that because the items are interrelated, it would be challenging to bring it piecemeal.

Councilor Phillips asked for clarification on whether items could be separated. It was clarified that items could not be separated at this time.

Staff was directed to re-evaluate the proposed amendments to address concerns raised by Committee members. With no Committee action on this item, no public comment was taken.

**5. Discussion: Review of FY 2026-2027 HUD Annual Action Plan - Mary Davis, Heidi McCarthy**

Division Director Mary Davis provided a presentation on the proposed FY26-27 Annual Action Plan.

Councilor Michniewicz asked whether it is typical for us to not have the actual allocation and how different the numbers are. Mary Davis stated that it is not unusual for the allocation to come in after the Council has taken action. The funding was level funded, but our allocation could be affected by an increased grantee pool or changes to Portland's data points in the formula used by the federal government to allocate funds.

Councilor Sykes curious about the criteria for development activities. Mary Davis described the three CDBG categories for funding: administration, public services, and development, which can be infrastructure, economic development, or housing related activities. The Greater Portland Family Promise project is for housing, not public services.

Councilor Sykes was curious about the parking lot project. Mary Davis described the safety improvements to be undertaken. Councilor Sykes is concerned about how development funds are being used and is curious about how development funds can be used for economic stability and jobs.

Councilor Michniewicz noticed that Greater Portland Family Promise had asked for both development funds and public services, and that perhaps GPFM could be funded differently. Mary Davis clarified that administration is capped at 20% and public services are capped at 33% of the allocation. Development Activity funding can not be used to fund Public Services. If councilors are looking to change funding, it would be helpful to have a conversation ahead of time to make sure the funding caps work out properly.

Councilor Sykes is curious whether the development funds could be used for a City-run childcare program.

Councilor Phillips asked for further clarification on the percentages. Mary Davis clarified that administration is capped at 20% and public services are

capped at 33% of the allocation and the development funds make up the rest of it. Councilor Phillips asked for clarification on the remaining development funding that isn't being used. Mary Davis indicated that the funding is put into a contingency account and used to provide additional funding to projects. If they are not requested this year, they become part of next year's allocation round. Councilor Phillips was curious whether First Parish was asked whether they could use the small amount. Mary Davis stated that staff did not contact the applicant with that question, because the recommendation was to fully fund the Recovery center, and there was only a small amount remaining. Councilor Phillips would like staff to reach out. Assistant City Manager Libner stated that councilors could follow up with the City Manager on any proposed amendments, but that this document likely wouldn't be amended because the City Manager's interest was to make sure projects could be completed.

Councilor Phillips asked how many applications one organization can submit. Mary Davis stated that there is no limit. Councilor Phillips asked when that could be changed. Mary Davis stated that it could be done as part of the CDBG Priority Setting Task Force that will review the CDBG allocation process this summer, in preparation for the 2027-2031 Consolidated Plan.

Councilor Ali asked for clarification about the Task Force process. Mary Davis outlined the process.

Councilor Michniewicz stated that the last Task Force was delayed because of Covid.

**6. Review and vote on a recommendation to the City Council approval to continue to participate in the Cumberland County HOME Consortium - Mary Davis**

Division Director Mary Davis gave information on the Cumberland County Home Consortium requirements for HUD.

Councilor Michniewicz asked about the configuration of the Consortium. Mary Davis stated that there were originally four members: City of Portland, Cumberland County, Town of Brunswick, and Town of Westbrook. At the time, the two towns wanted to receive CDBG funding from the state rather than the County program. After a few years, Westbrook decided to join the County CDBG, so there are now three members to the Consortium, although Westbrook is still a part of the Consortium within Cumberland County.

Councilor Michniewicz asked about whether we can assign funds as the lead entity. Mary Davis clarified that there is a funding formula which allocates the funding but that amendments could be made. This happened when the

original formula impacted the award to Portland. Cumberland County and Portland worked together to be sure Portland received 57% of the funding and the County receives the remainder. If we are unhappy with the split, we need to negotiate with the County.

Councilor Phillips asked for clarification on the right not to renew. Mary Davis stated that as far as she knows, they are both planning to remain in the Consortium, but they are required to receive a “Right Not to Renew” notice.

Councilor Phillips asked for clarification on what is being approved. Mary stated that it is whether we want to stay a member.

Councilor Sykes is curious whether it is more beneficial to be in the Consortium or not. Does each city in the County get the remainder, or the County itself? Mary Davis clarified that the County receives the funding, and the County releases an application that we administer and provide the County with the information so that they can make decisions about what they fund. Councilor Sykes is curious whether we should negotiate the percentages to balance the need.

Asst. City Manager Dena Libner asked whether we can apply for the County’s funds. Mary Davis would need to consult the agreement. We have never done it, but we could look at whether that is possible.

Councilor Michniewicz asked how we deal with properties that are not up to the standard. Mary Davis stated that the County has one or two projects per year, and we monitor for the HOME program annually to make sure income-eligible tenants are in the property and rely on Maine Housing for physical inspections.

Councilor Sykes moved to remain in the Consortium as the lead entity.

Councilor Phillips second.

Public Comment - no public comment.

Passed 4-0.

7. Adjournment

Councilor Michniewicz motioned to adjourn.

Councilor Phillips seconded the motion.

Passed 4-0 at 7:39 pm

City of Portland | Permitting and Inspections  
 Jessica Quattropani, *Director*



**TO:** Housing & Economic Development Committee  
**CC:** Rent Board  
**FROM:** Jessica B. Quattropani, Director of Permitting and Inspections  
**DATE:** April 7, 2026  
**RE:** Quarterly Rent Control Report- Q1-2026

## Rent Control Report Quarter 1 (1/1/2026-3/31/2026)

### 2026 Licensed Long-Term Rentals:

	Registered	Partially Registered	Unregistered
<b>As of 3/31/2026</b>	19,579	146	189

### Rent Board

	Total # of Applications	Total # of Applications approved	Total # of Applications Denied	Total # of Applications Tabled
Rent Increases	7	3	0	4
Complaints	3	1	2	0
Other	0	0	0	0
<b>Quarter 1 Total:</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>4</b>
<b>Year to date Total</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>4</b>

### Rent Control Inspections

Type of Inspections	Total # Properties	Total # of units
<b>Complaints</b> (Potential violations reported to our office)	*12	189
<b>Audits</b> (Proactive enforcement based on percentage that rent was increased)	171	2,203
<b>Quality Control</b> (proactive verification of data supplied to our office)	158	2,699
<b>License Reviews</b> (review rental information in new license applications)	161	356
<b>Quarter 1 Total:</b>	<b>502</b>	<b>5,447</b>
<b>Year to date Total</b>	<b>502</b>	<b>5,447</b>

**\*Breakdown of Complaints by property:**

	<b>Founded Complaints *violation exists</b>	<b>Unfounded Complaints #no violation</b>	<b>In Progress *actively investigating</b>
<b>Quarter 1 Total</b>	8	2	2
<b><i>Year to Date Total</i></b>	8	2	2

**#Unfounded Complaint Breakdown:**

1. Dispute over return of security deposit - referred tenant to Pine Tree Legal. Property maintenance complaint - referred to Housing Safety.
2. Dispute over plumbing services rendered - referred tenant to Pine Tree Legal.

**Rent History Report Requests:**

	<b>Total # of Requests</b>
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City of Portland | Permitting and Inspections  
 Jessica Quattropani, *Director*



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**City of Portland | Executive Department**  
Danielle P. West, *City Manager*



**To:** Housing & Economic Development Committee  
Councilor Pious Ali, Chair  
**From:** Dena Libner, Assistant City Manager  
**Date:** April 20, 2026  
**Re:** Opportunity Zone Designation

**MEETING DATE**

Apr 21, 2026

**AGENDA ITEM**

Item #3 - Submitting Census Tract 6 for potential Opportunity Zone nomination by Governor Mills

**PURPOSE**

City staff are seeking Committee guidance on whether to submit Census Tract 6 (Bayside) to the Governor for consideration as an Opportunity Zone.

If designated, this area may attract new investment by offering certain federal tax benefits to investors, under specific conditions.

**COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT**

This item aligns with the Council’s 2026 goal to “strengthen economic vitality and support local businesses.”

**BACKGROUND/ANALYSIS**

This memo provides:

1. An overview of Opportunity Zones (OZs), including how they are designated and how they work
2. Examples of Opportunity Zones in Maine

**What is an opportunity zone (OZ)?**

An Opportunity Zone is a designated census tract in an economically distressed area where certain investments may qualify for federal tax benefits.

The program was created through the 2017 Tax Cuts and Jobs Act to encourage economic development and job creation.

States may update their designated zones every 10 years.

## What is an opportunity fund?

A Qualified Opportunity Fund (QOF) is an investment vehicle that allows investors to defer or reduce taxes on capital gains by investing in Opportunity Zones. To qualify, funds must invest at least 90% of their assets in eligible projects within these zones.

To qualify for the tax benefits made available in opportunity zones, investments must flow through an opportunity fund.

Opportunity funds are typically managed by professional investment firms, real estate developers, and private equity specialists due to the high-risk, high-reward nature of the investment.

A limited list of opportunity funds, curated by Novogradac & Company LLP, includes 60 that invest either nationally or in the northeast region. This list also details the investment focus of each fund, representing a broad range of development opportunities.<sup>1</sup>

## How does a community become an opportunity zone?

To qualify, a census tract must meet income or poverty thresholds, such as:

- A poverty rate of at least 20%, or
- A median income below certain regional limits

The designation process is as follows:

- The Governor nominates eligible areas
- The U.S. Treasury approves the final designations

For the upcoming round (OZ 2.0):

- The nomination window opens July 1, 2026 (90 days)
- Maine's Department of Economic and Community Development is requesting input by April 30, 2026
- New designations take effect January 1, 2027

## How does an opportunity zone encourage economic development?

Opportunity Zones provide tax incentives to investors who put new capital into qualifying projects.

Eligible investments may include:

- Housing (affordable or market-rate)
- Mixed-use development
- Property improvements

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<sup>1</sup> <https://www.novoco.com/resource-centers/opportunity-zones-resource-center/opportunity-funds-listing>

- Brownfield redevelopment
- Infrastructure and utilities
- Renewable energy projects

According to the National League of Cities, Municipalities may also participate in projects supported by opportunity funds.<sup>2</sup>

### What tax benefits might be available to someone who invests in an opportunity zone?

According to the Tax Policy Center, investors may receive

- Temporary deferral of taxes on previously earned capital gains;
- Basis step-up of previously earned capital gains invested;
- Permanent exclusion of taxable income on new gains.

For more information about these benefits, visit <https://taxpolicycenter.org/> or <https://www.irs.gov/credits-deductions/opportunity-zones-frequently-asked-questions>.

### How does OZ 2.0 compare to OZ 1.0?

According to the U.S. Department of Housing and Urban Development (HUD), updates to the program include:

- The definition of “low-income community” has been tightened;
- States may not nominate contiguous census tracts.

For additional information, including changes to tax benefits, please see the U.S. Department of Housing and Urban Development comparison chart (<https://www.hud.gov/opportunity-zones/updates>).

### Examples of opportunity zones in Maine

Today, census tract 3 in Portland is a designated OZ. This tract, which includes Downtown TIF District as well as the waterfront between Veterans Memorial Bridge and Fort Allen Park, does not appear to meet the OZ 2.0 eligibility requirements.

Two census tracts in Portland meet the updated criteria: census tract 6 (Bayside) and census tract 11 (West End, east of Clark Street).

Maine currently has 32 OZs across 13 counties. Many of these are in rural areas. A map of Maine OZs is attached, and several non-rural opportunity zones are listed below:

- Waterville’s downtown area is a designated opportunity zone. Around 2019, the Central Maine Growth Council (CMGC) established an opportunity fund to invest in projects in the area. According to a CMGC press release, this fund receives guidance from one of the

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<sup>2</sup><https://www.nlc.org/article/2018/02/26/5-things-city-leaders-should-about-opportunity-zones/#:~:text=Role%20of%20city%20leaders:%20Work,cities%20can%20shape%20its%20impact>.

largest accounting firms in New England, and “favor[s] projects yielding local community and social benefit” in its investment guidelines.

- The east side of Brunswick, which includes Brunswick Landing (the former Naval Air Station), is a designated opportunity zone.
- The only opportunity zone in York County is located in Saco, extending from the border of downtown Saco along Route 1, ending at the Scarborough town line.

Limited information on the local economic impact of OZs or qualified opportunity funds is available. This appears to be the result of limited public reporting requirements related to opportunity funds, relevant IRS data is not considered public record, and separating the economic impact of investment in an OZ from other investments can be difficult to accomplish.

However, according to one of the country’s top 40 investment firms, nearly \$43 billion in reported equity has been raised by qualified opportunity funds during OZ 1.0.<sup>3</sup>

**FISCAL IMPACT**

N/A

**CONCLUSION(S)**

Based on the potential to attract investment and support economic development, staff recommend submitting Census Tract 6 for the Governor’s consideration.

**PRIOR COMMITTEE REVIEW**

N/A

**PREPARED BY**

Dena Libner  
Assistant City Manager

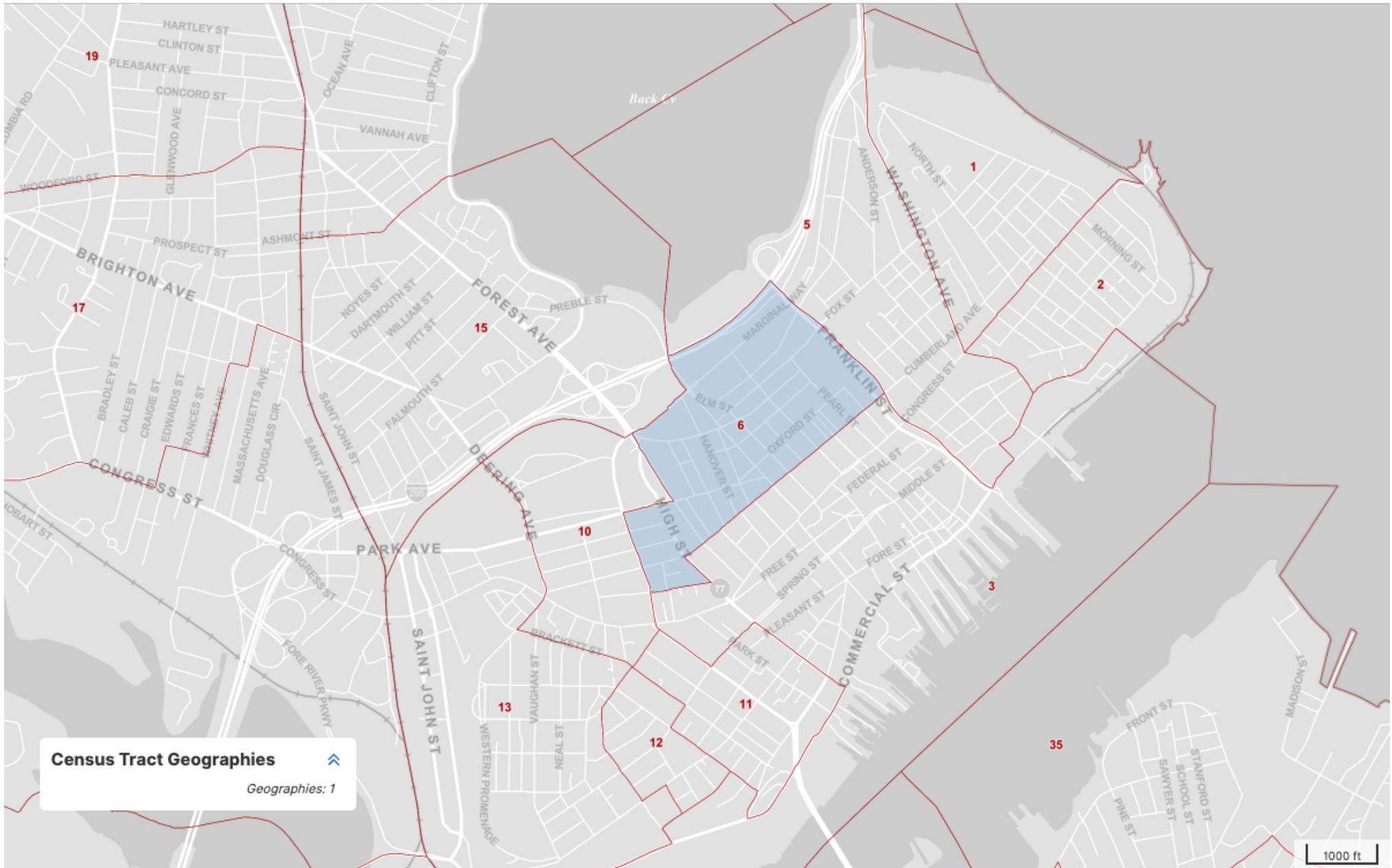
**ATTACHMENTS**

Census Tract 6 Map  
Maine Opportunity Zone Map

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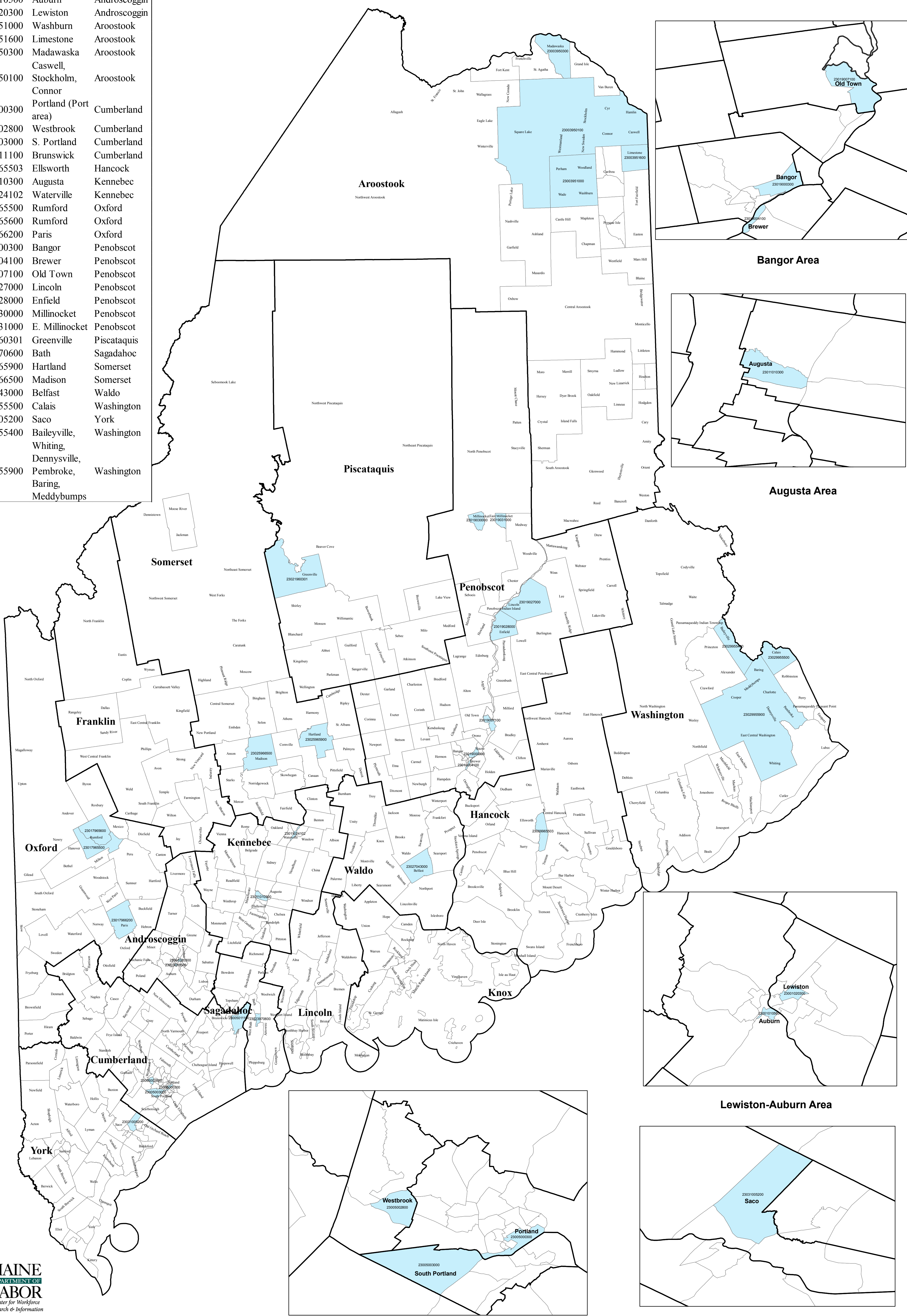
<sup>3</sup> <https://www.novoco.com/resource-centers/opportunity-zones-resource-center/opportunity-funds-listing>

# Census Tract Geographies



# Maine - Opportunity Zones

2010 Census Tract Number	Town	County Name
23001010500	Auburn	Androscoggin
23001020300	Lewiston	Androscoggin
23003951000	Washburn	Aroostook
23003951600	Limestone	Aroostook
23003950300	Madawaska	Aroostook
23003950100	Caswell, Stockholm, Connor	Aroostook
23005000300	Portland (Port area)	Cumberland
23005002800	Westbrook	Cumberland
23005003000	S. Portland	Cumberland
23005011100	Brunswick	Cumberland
23009965503	Ellsworth	Hancock
23011010300	Augusta	Kennebec
23011024102	Waterville	Kennebec
23017965500	Rumford	Oxford
23017965600	Rumford	Oxford
23017966200	Paris	Oxford
23019000300	Bangor	Penobscot
23019004100	Brewer	Penobscot
23019007100	Old Town	Penobscot
23019027000	Lincoln	Penobscot
23019028000	Enfield	Penobscot
23019030000	Millinocket	Penobscot
23019031000	E. Millinocket	Penobscot
23021960301	Greenville	Piscataquis
23023970600	Bath	Sagadahoc
23025965900	Hartland	Somerset
23025966500	Madison	Somerset
23027043000	Belfast	Waldo
23029955500	Calais	Washington
23031005200	Saco	York
23029955400	Baileyville, Whiting, Dennysville, Pembroke, Baring, Meddybumps	Washington



City of Portland | Parks, Recreation, and Facilities Department  
Ethan Hipple, Director



**To: Housing and Economic Development Committee**

Councilor Pious Ali, Chair

**CC: Danielle P. West, City Manager**

Dena Libner, Assistant City Manager

**From: Ethan Hipple, Director, Parks, Recreation and Facilities Department**

**Date: April 16, 2026**

**Re: East End Beach Bath House Public Private Partnership**

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**MEETING DATE**

4/21/2026

**AGENDA ITEM**

Discussion: Improving and enhancing East End Beach amenities through a public-private partnership

**PURPOSE**

Seeking committee support for a public-private partnership to rebuild the aging East End Bath House.

**COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT**

This project will meet capital improvement program goals by replacing aging infrastructure, improving access to ADA accessible restrooms, providing for year-round operation of restroom facilities, and providing new recreational, wellness, and/or food and beverage facilities to the public at one of our premier park destinations.

**BACKGROUND/ANALYSIS**

The existing bath house structure was built in the late 1980's, and is roughly 1,050 sq feet in size. It contains restrooms, storage area, staff office space, and outdoor showers. The building is heavily used from Memorial Day to Labor day by walkers and bikers on the Eastern Prom Trail, food truck court customers, kayakers and stand up paddle boarders, swimmers, dog walkers, construction workers and trades people waiting for the commercial barge to the islands, and general park users. The existing structure is seasonal and operates only in the summer due to the lack of insulation and year-round water supply. During the off season, portable toilets see heavy use.

To improve service to the public, the Department aims to reconstruct the building to serve the hundreds of trail and beach users who use the facility daily, and to support safe

and healthy swimming at our only public beach. Over 300,000 people utilize this section of the Eastern Prom Trail on an annual basis. The estimated cost for a year-round, ADA-compliant bath house of this size is upwards of \$500,000.

There are several ways a project of this type may be funded:

1. Capital Improvement funds (tax dollars);
2. Grants or philanthropic funding;
3. Public-private partnership.

In a public-private partnership, a private partner would fund the design and construction of a new, publicly-accessible bath house in exchange for the right to operate an appropriate concession in part of the new, expanded building for a set period of time. Examples of compatible, complementary amenities: bike or kayak rentals, a yoga studio or sauna, or a food / beverage facility.

If the Committee is supportive of exploring a public-private partnership for this project, staff would develop a draft Request for Proposals (RFP) for Committee review. Parameters of the RFP may include allowable commercial uses and length of the private partner's term of use, as well as a requirement that this project result in year-round functionality of the public restrooms.

**FISCAL IMPACT**

N/A

**CONCLUSION(S)**

Staff anticipate that a public-private partnership would provide a fiscally responsible opportunity to improve and expand public amenities at the East End Beach, as well as expand complementary commercial offerings to park goers. Staff seek support for this concept from the Committee prior to drafting an RFP for Committee review.

**PRIOR COMMITTEE REVIEW**

None.

**PREPARED BY**

Ethan Hipple  
Director  
Parks, Recreation, and Facilities Department

**ATTACHMENTS**

None.

City of Portland | Parks, Recreation, and Facilities Department  
Ethan Hipple, Director



**To: Housing and Economic Development Committee**

Councilor Pious Ali, Chair

**CC: Danielle P. West, City Manager**

Dena Libner, Assistant City Manager

**From: Ethan Hipple, Director, Parks, Recreation and Facilities Department**

**Date: April 16, 2026**

**Re: James A Banks Sr. Portland Expo Request for Proposals**

---

**MEETING DATE**

4/21/2026

**AGENDA ITEM**

Expo Redevelopment Request for Proposals

**PURPOSE**

Based on City Council guidance provided in September 2025, staff have drafted a Request for Proposals (RFP) from contractors to develop a conceptual schematic site plan and associated cost estimate for the potential redevelopment of the Portland Expo.

Staff are presenting the RFP to the Housing & Development Committee for review and consideration.

**COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT**

N/A

**BACKGROUND/ANALYSIS**

The City of Portland owns and operates a municipal arena known as the James A Banks Sr. Portland Expo (commonly referred to as the “Portland Expo”). It was built in 1915 and has served the City as an arena, concert venue, convention center, emergency shelter, and school sports venue for over 110 years. Since 2020, the City has completed over \$800K in capital improvements to the facility, with another \$1.2M in progress, for a total of over \$2M to maintain and improve this historic structure in recent years.

A recent facility assessment identified a significant list of improvements needed to keep the facility in operable condition; in total, these improvements are estimated to cost over \$30 million. Based on the significant public cost involved in these repairs, staff sought feedback from the City Council on which direction to proceed. During an executive session on 9/22/25 to discuss the condition of multiple City buildings, the Council directed staff to proceed with issuing an RFP to determine the scope of work and costs associated with the potential redevelopment of the Expo.

Staff now seek feedback from the Housing and Economic Development Committee on the draft RFP. After a preliminary design and cost estimate is produced by the successful respondent, the results will be made public and shared with the Council to inform decisions related to repairs, capital investment, and potential redevelopment.

Noteworthy concepts and specifications included in the draft RFP are below:

- Create a conceptual schematic site plan focused on a new Expo. To improve overall space and use efficiencies, integration of the surrounding facilities or incorporation of offsite, complementary facilities may be considered.
- Evaluate current and potential parking needs.
- Estimate the total square footage required for the new building to accommodate the existing usage based on programming needs.
- Provide a separate estimate for potential, ancillary programs as informed by community feedback.

Community Engagement Requirements within the Request for Proposals:

- In collaboration with City staff, facilitate at least two (2) in-person public meetings to solicit community feedback on the potential project and expanded program preferences;
- Consultant will facilitate up to ten (10) meetings with stakeholders, including the current Expo's most active users.

**FISCAL IMPACT**

N/A

**CONCLUSION(S)**

Staff await Committee direction so that a Request for Proposals can be issued to develop a preliminary design and cost estimate to inform future investment in the Portland Expo.

**PRIOR COMMITTEE REVIEW**

This concept was discussed in executive session during a Council workshop on September 22, 2025.

**PREPARED BY**

Dena Libner  
Assistant City Manager

Ethan Hipple  
Director  
Parks, Recreation, and Facilities Department

**ATTACHMENTS**

1. Draft RFP
2. Site Map



# REQUEST FOR PROPOSALS:

## Concept Design and Study for a New Portland Exposition Building

### Introduction and Background

The City of Portland is beginning the process of envisioning the future of the **James A. Banks, Sr. Portland Exposition Building** (the Expo). As part of this effort, a high-level feasibility and planning study is required to determine whether to renovate the existing historic structure or construct a new replacement facility. The Expo is a historic sports and convention complex located at 239 Park Avenue, Portland, ME 04102. Constructed in 1914 and opened in 1915, it was designed by the renowned Portland architect Frederick A. Tompson. For over a century, this iconic 66,450-square-foot facility has served as a primary gathering place for the community.

### Historic Significance

After 110 years of service, the Expo is recognized as the oldest municipal arena in continuous operation in the United States. Throughout its storied history, it has hosted a diverse array of events and legendary figures:

- **Political Icons:** It has served as a platform for speakers ranging from Babe Ruth to Presidents John F. Kennedy and Barack Obama.
- **Musical Legends:** The arena has hosted performances by Phish, The Beach Boys, James Brown, Dolly Parton, Janis Joplin, and Queen.

### Current Use

The Expo currently serves as a vibrant center, hosting a range of athletic and trade events, alongside fulfilling other needs for the City.

- **Professional Sports:** It is the home arena for the Maine Celtics (the NBA G-League affiliate of the Boston Celtics). The seating capacity for a Maine Celtics game is 3,000 people.
- **Youth & Community Athletics:** It serves as the home court for Portland High School and various middle school sports, and youth camps.
- **Exhibition Space:** The main arena provides approximately 26,000 square feet of exhibition space for conventions, trade shows, and cultural events.
- **Community Support:** Since 2020, the facility has twice served as an emergency shelter for homeless people and asylum seekers, underscoring its role as a critical community asset.

### Building Upgrades

The Expo has undergone several major upgrades since its construction in 1915 to remain a viable multi-purpose venue. The most significant intervention occurred in 1960, which

replaced the original lobby with a two-story addition, leveled the settling arena floor with 13 inches of lightweight concrete, and entirely replaced all mechanical, plumbing, and electrical systems. Subsequent modernizations include a new media control room in 2005, and facilities renovations in 2009 to support an NBA G-League team. More recently, the City completed a 2020 building envelope project that included a full EPDM roof replacement, extensive masonry repairs to the north façade, and the replacement of all exterior doors and frames. Despite these efforts, a 2024 assessment found the structure in poor condition, requiring immediate shoring and reinforcing to meet modern safety codes.

### **The Need for Evaluating a New Facility**

Despite its historical importance, the facility faces significant structural and operational challenges that make evaluating a new replacement facility necessary:

- **Structural Integrity:** A recent assessment rated the overall structure in Poor condition, with immediate reinforcing required for the 109-year-old steel roof trusses and main concrete floor to meet modern building codes.
- **Code and Safety Compliance:** The building requires major investment to meet modern safety, life-safety, and accessibility (ADA) standards.
- **Operational Limitations:** The current facility lacks sufficient concession areas, limited parking, and adequate restroom facilities for its 3,000-person capacity.
- **Expansion Needs:** Modern tenants, including the Maine Celtics, require locker rooms and media facilities that meet current NBA standards, which the existing structure cannot support without prohibitive costs.
- **Building Energy Efficiency:** The building's energy use is currently inefficient due to the absence of modern building efficiency standards. This includes a lack of proper envelope insulation, outdated HVAC equipment, inadequate controls, and inefficient lighting systems.

A **2024 Structural and Facility Conditions Assessment** estimated that just to repair and maintain the existing structure over the next 10 years would cost approximately \$14 million, with total comprehensive improvements projected to exceed \$30 million. In light of these figures, the City of Portland is now considering rebuilding the Exposition Facility to serve the community for the next century.

### **Other City Facilities Surrounding the Expo**

The Expo is part of a larger municipal sports and recreation area. The primary city facilities surrounding the site are as follows:

**William B. Troubh Ice Arena:** This facility is adjacent to the Expo and serves as Portland's primary public ice arena. It is a core component of the sports complex, used for public skating and organized hockey.

**Old Horse Barn:** The Portland Parks and Recreation Department uses this building, often referred to as the "Horse Barn," for off-site storage.

**Fitzpatrick Stadium:** A major outdoor athletic field located behind the Expo that serves as a primary venue for Portland High School, the Hearts of Pine, and other regional outdoor sports. The Expo basement historically provides the locker rooms required to support the outdoor athletic programs at Fitzpatrick Stadium.

**Hadlock Field:** A minor league baseball stadium located adjacent to the Expo, primarily known as the home of the Portland Sea Dogs. The Portland High School baseball team uses Hadlock Field as well. The stadium shares parking and access infrastructure with the Expo.

DRAFT

## SCOPE OF REQUEST

The City of Portland is requesting proposals from qualified Architecture and Engineering firms to conduct a high-level planning study and concept design for the Portland Exposition Building. The goal is to provide a concept design for a new Expo facility to be constructed at the current City property. This work is expected to inform a future City Council decision to either rebuild the facility, or to repair it over the next 5-10 years.

The scope of services requires a thorough analysis of the existing facility's use and anticipated future needs. Consultants must provide the following:

### I. Planning Study and Analysis

- **Community Engagement:**
  - In collaboration with City staff, facilitate at least two (2) in-person public meetings to solicit community feedback on the potential project and expanded program preferences;
  - Participate in up to ten (10) meetings with stakeholders, including the current Expo's most active users. These meetings could be a mix of in-person and/or remote.
- **Programming Needs:**
  - Assess the future use, goals, venues, parking requirements, and needs of various stakeholders, as well as community programming preferences as identified through community engagement efforts.
- **Impact/Feasibility Study:**
  - Evaluate the public costs and benefits of the project, to potentially include economic, social, transportation, and environmental effects.
  - Evaluate the feasibility of the project, to include technical, financial, and operational feasibility.

### II. Concept Design

- **Concept Design and Site Evaluation:**
  - Create a conceptual schematic site plan focused on a new Expo. To improve overall space and use efficiencies, integration of the surrounding facilities or incorporation of offsite, complementary facilities may be considered.
  - Evaluate current and potential parking needs.
  - Estimate the total square footage required for the new building to accommodate the existing usage based on programming needs.
  - Provide a separate estimate for potential, ancillary programs as informed by community feedback.

### III. Deliverables and Documentation:

- A final written report of findings.
- Overall schematic site plan.
- Overall project cost estimate, broken down into line items for each major piece of the concept design, including optional items.
- Overall project schedule.
- Construction phasing plan, if recommended.

### IV. Required Consultant Activities

- Facilitate community engagement opportunities, including public meetings, to determine what additional programs and/or site uses would be of interest to and benefit the public.
- Interview appropriate City of Portland staff and external facilities stakeholders to evaluate existing space and discuss current and future needs.
- Conduct site visits as required to adequately investigate and document the site plan and facility usage.
- Review all available facility reports and drawings.
- Organize collected data using the Construction Specifications Institute (CSI) Format.
- Review initial findings and concept design with City staff.
- Provide formal presentations of findings and recommendations to City executive leadership and the City Council (two (2) meetings).

RFP supporting documents are available via the provided link: “**TBD**”.

1. Expo Site Map
2. Previous Design Drawings
3. 1958 Expo Reconstruction
4. 2019 Expo Facility Review
5. 2024 Structural and Facility Conditions Assessment
6. 2024 Old Horse Barn Report
7. 2025 Peer Review Study
8. CAD (.DWG) Drawing

### ADDITIONAL INFORMATION

1. Is the building on the historic register? No
2. Is the area in a historic district? No
3. What is the budget for this RFP? \$80,000

## Content and Organization Requirements

The proposal must include the following contents in the following order:

### 1. Proposal Form

Include a completed, signed Proposal Form, which is provided on page 6 of this document.

### 2. Subcontractor Qualifications (if applicable)

If the proposal involves any subcontractors, include services and qualifications of those subcontractors.

### 3. Table of Contents

### 4. Introduction

Summarize understanding of the services requested in the RFP and proposed approach to fulfilling the requirements of this RFP and briefly describe the proposed project team and qualifications.

### 5. Statement of Work (5 pages maximum)

Describe how the consultant will fulfill the objectives of the RFP, as specified by the City, and the requirements of the Scope of Work.

### 6. Qualifications, Capacity, Readiness

Briefly describe the overall staffing plan and management approach to the project, including coordination with subcontractors where applicable. Please include:

- **Organizational chart:** Provide an organizational chart of the proposed team for the project. The chart should identify key team members, their project roles, and illustrate relationships between the individual staff and the organizations (the Trust, the Contractor and any subcontractors) and clearly indicate the primary point of contact for the Trust.
- **Individual qualifications:** For key staff members of the team that are described in the bid, please provide a brief narrative that includes a description of the individual's role on this project and a summary of their relevant skills, qualifications, experience and expertise, including previous similar projects completed.
- **Corporate qualifications:** Describe the corporate qualifications of the lead bidder, including brief descriptions of past experience on contracts of similar scope and size; and describe how the work is relevant to the current RFP. Provide the same information for key subcontractors.
- **References:** Provide at least 3 references for similar projects your firm has completed in the past 10 years.

**7. Schedule**

Describe a proposed work plan to complete the analysis in a timely manner.

**8. Cost Proposal**

Provide the basis of your firm’s proposed compensation structure and the fee for your services. The total fee provided on the Proposal page must be all inclusive; incorporation of all costs for travel, lodging, review time, reporting, and any other expenses associated with the service. Please submit a brief narrative on the manner in which you would arrive at a fee.

DRAFT

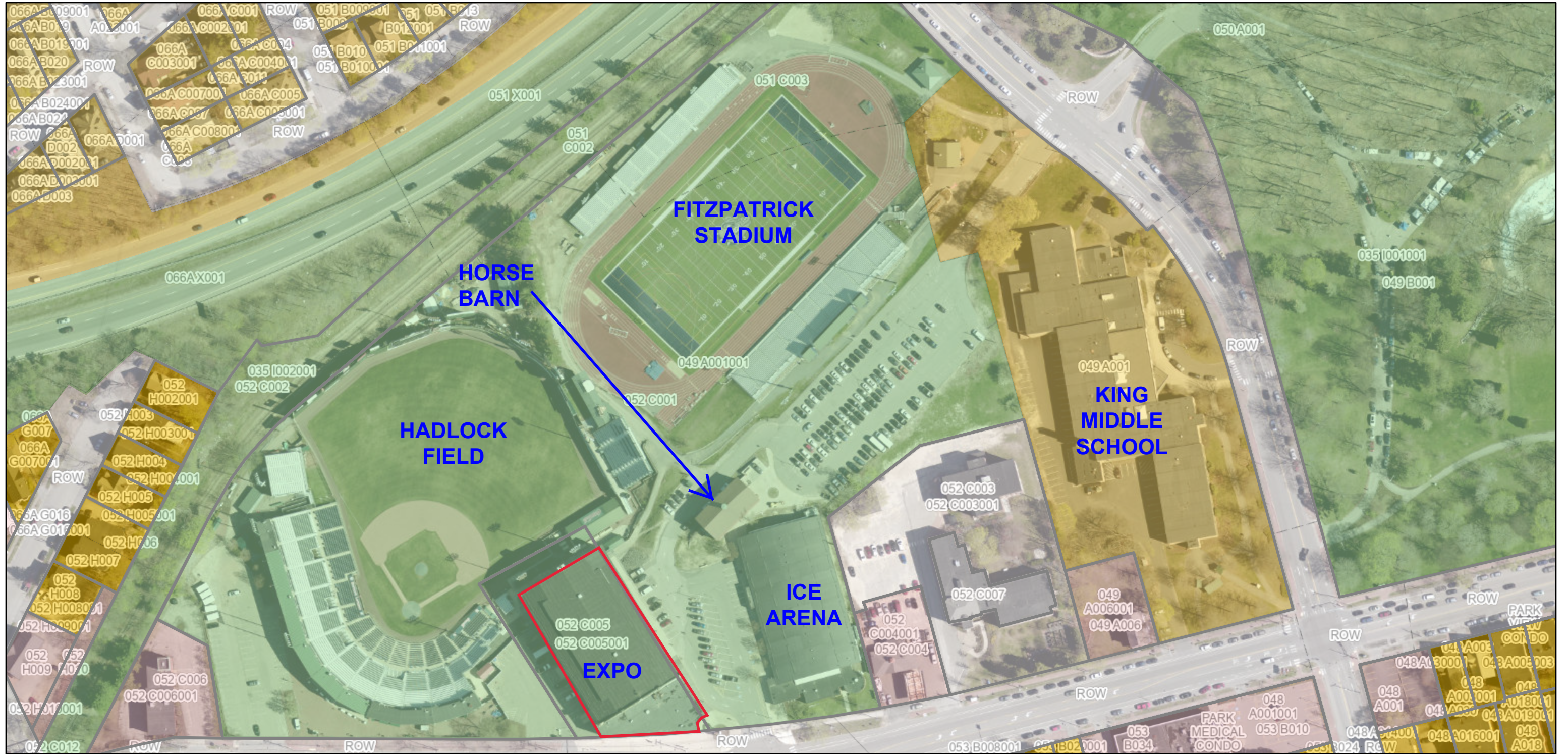
## **Selection Criteria/Evaluation**

A team of City staff members will evaluate the submitted proposals based on the following criteria:

- Price proposal (25%)
- Project Approach; overall ability of proposer to meet City objectives (40%)
- Ability of proposing team to implement the program successfully as determined by prior experience, references, and financial capability (35%)

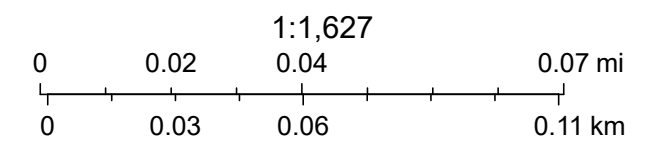
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# ArcGIS Web Map



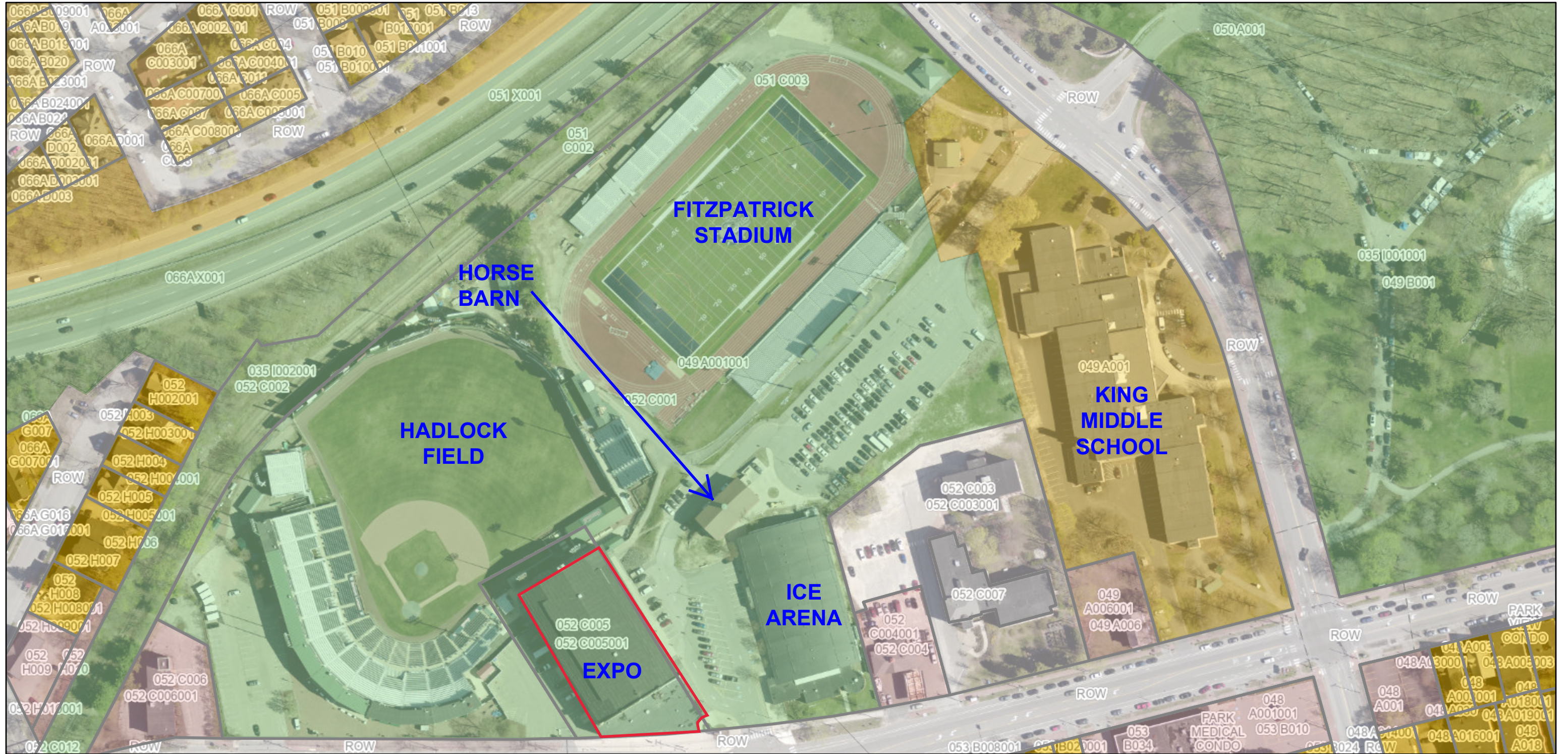
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Tax	OS-R (Recreation and Open Space)	Conveyance
Base Zoning	Conditional Zone 37	Aerials2018
RN-3 (Neighborhood Residential)	ROW	
RN-4 (Neighborhood Residential) parcels		
B-2b (Community Business)	Tax	



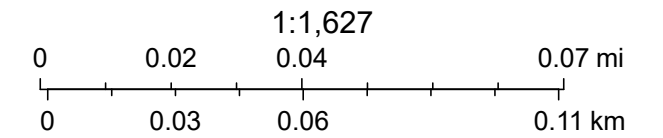
City of Portland, DPS

# ArcGIS Web Map



4/14/2026, 11:46:17 AM

Tax	OS-R (Recreation and Open Space)	Conveyance
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City of Portland, DPS

City of Portland | Housing and Econ. Development Dept.  
Mary P. Davis, Acting Deputy Director



To: Housing and Economic Development Committee  
Councilor Pious Ali, Chair

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## MEETING DATE

April 21, 2026

## AGENDA ITEM

Agenda Item #4 - Review and vote on a recommendation to the City Council: FY2027 Agreement for the Portland Tourism Development District (Mary Davis and Lynn Tillotson)

## PURPOSE

For HEDC to discuss and vote on a recommendation to the City Council to approve the FY2027 Portland Tourism Development District (“District”).

## COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

Strengthen Economic Vitality and Support Local Businesses - Foster a thriving local economy by increasing support for businesses and strengthening conditions that help Portland’s business community grow.

This is an annual item on the Committee work plan.

## BACKGROUND/ANALYSIS

The District was originally approved by the City Council beginning with the second half of FY2024 – January 1, 2024, through June 30, 2024 and was subsequently approved for its first full year beginning with FY2025 and then again for FY2026, so FY2027 would be its full third year.

Visit Portland (VP), a/k/a Greater Portland Convention and Visitors Bureau, had originally approached the City indicating a need for the District as they were underfunded compared with other Destination Marketing Organizations (DMO), the majority of which are funded by lodging taxes and/or tourism development districts. Historically, VP had been largely funded by annual membership dues and advertising revenue. At that time, VP reported that their then current annual budget was less than half-a-million dollars, but pre-pandemic budgets had exceeded \$1M. Other DMOs of similar size to VP, based on Portland’s hotel room count of approximately

3,600, have operating budgets of anywhere from \$2.3 Million to \$14 Million. In order to be sustainable, VP requested the creation of the District.

In consultation with Corporation Counsel's office and outside counsel, it was determined that the District could be established using assessments similar to the Portland Downtown District (PDD). An assessment would be placed on non-seasonal lodging houses within the District of 40 or more rooms, at 1.5% per room sold. The larger lodging houses in the District were targeted for this level of financial contribution due to the programming that would occur through the District for tourism, economic development, and conferences.

Using 2026 data, it is estimated that an assessment rate of 1.5% per room sold would bring in an estimated \$1.45 Million in assessments for FY2027. The City's administrative fee is 10% of assessments collected, which would net VP an estimated \$1.3 Million for FY2027. See attached listing of the contributing lodging houses and estimated assessments.

With the District in place, VP has a sustainable source of funding to keep Portland competitive as a tourist and convention destination and provide assurances for additional marketing efforts needed during seasonal or economic downturns. VP targets national audiences and capitalizes on growth markets to drive high value, overnight offseason travel to the area, and solidify Portland as a year-round destination. These efforts bolster hotels, restaurants, and retail establishments, their employees, and the multitude of local business contracts needed to run these establishments.

VP tracks results to show a return on investment as a result of the District.

## **FISCAL IMPACT**

Because of the 10% administrative fee to be retained by the City, negotiated and agreed upon by both parties, there is no financial impact to the City. Administrative fees are intended to cover staff costs associated with the administration of the program, as well as provide funding for City infrastructure needs impacted by increased tourism, including but not limited to, new public restrooms and maintenance, new trash receptacles and maintenance, public benches, and transportation.

## **CONCLUSION(S)**

Terms for the FY2027 District are recommended by staff as follows:

Agreement Period: Term of the agreement would be one year based on Fiscal Year, and approved annually by the City Council, similar to how the PDD is currently approved annually.

Assessment Rate and City's Administrative Fee: The assessment rate will be one and one-half percent (1.5%). Assessments for each individual lodging house would be established based on the following formula:

Number of Rooms x 365 = Number of Rooms/Year x Occupancy at 50% x Average Daily Room Rate Per Hotel Class x 1.5% Assessment Rate.

Hotel Example for Upper Midscale Classification:

125 Rooms x 365 = 45,625  
45,625 x 50% = 22,813  
22,813 x \$135.25 = \$3,085,391  
\$3,085,391 x 1.5% = \$46,281  
\$46,281 Assessment to Hotel  
City 10% Admin = \$4,628

Please see attached listing of non-seasonal lodging houses with 40 or more rooms, and, with an assessment fee of 1.5% per room sold, it is estimated that the FY2027 assessment would bring in just over \$1.45 Million. With the City's 10% administrative fee of assessments collected, this would yield \$145,363 to the City, and net VP \$1.3 Million for FY2027.

The estimated assessment fees are based on the estimated number of rooms sold. VP estimated the occupancy percentage of 50% and the Average Daily Room Rate in these estimates was determined using data from the Smith Travel Research (STR) 2026 Report based on hotel class.

Annual Reporting: VP will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Director of Finance within six (6) months after the fiscal year.

Visit Portland will produce an annual report to the City reflecting all projects, expenses, and returns on investment of the District, including efforts to develop and implement workforce programs.

Visit Portland will post meeting minutes related to the District online.

The City will complete financial reporting on the 10% administrative fee at the same intervals.

Staff is recommending that the District for FY2027 be approved by the City Council based on the terms noted above.

Lynn Tillotson, Executive Director of Visit Portland, will present highlights of both FY2026 and FY2027 programming at the meeting.

## **PRIOR COMMITTEE REVIEW**

This is an annual item for the HEDC and for the FY2026 Tourism District, it met on June 17, 2025.

## **PREPARED BY**

Mary Davis  
Deputy Director of Housing & Economic  
Development

## **ATTACHMENTS**

- Listing of Lodging Houses Proposed for District and estimated Assessments for FY2027
- Proposed FY2027 Redline Agreement with attached Development Plan
- Proposed FY2027 Clean Agreement with attached Development Plan

NON-SEASONAL LODGING PROPERTIES OF 40 ROOMS OR MORE TO BE ASSESSED FOR PROPOSED PORTLAND TOURISM DEVELOPMENT DISTRICT- FY2026 - 4/9/2026	Address	Chart-Block-Lot	Acreage	Number of Rooms	Number of Rooms per year	Rooms Rented at Annual Average Rate of 50% Per Class	Est. Room Revenue Per Hotel Class Using US Average Daily Rate (ADR) (YEAR-TO-DATE AS OF MARCH 2026)	Estimated Assessment for FY2027, Based on 50% ADR * 1.5% Assessment	10% of Assesment Fee to City Adm.
<b>Hotel Name</b>									
<i>- Economy Class</i>						<b>50.0%</b>	<b>\$78.20</b>	<b>1.50%</b>	<b>10%</b>
Motel 6 Portland ME	1 Riverside St	266 A001001	3.0384	128	46,720	23,360	\$1,826,752.00	\$27,401.28	\$2,740.13
<i>- Midscale Class</i>						<b>50.0%</b>	<b>\$102.08</b>	<b>1.50%</b>	<b>10%</b>
Ramada Plaza By Wyndham Portland	155 Riverside St	267 B001001	8.173	119	43,435	21,718	\$2,216,922.40	\$33,253.84	\$3,325.38
Fireside Inn & Suites Portland	81 Riverside St	266 A002001	5.3691	196	71,540	35,770	\$3,651,401.60	\$54,771.02	\$5,477.10
<i>- Upper Midscale Class</i>						<b>50.0%</b>	<b>\$135.25</b>	<b>1.50%</b>	<b>10%</b>
La Quinta Inn & Suites by Wyndham Portland	340 Park Ave, Portland	065 A003001	2.007	105	38,325	19,163	\$2,591,728.13	\$38,875.92	\$3,887.59
Clarion Hotel Airport	1230 Congress St	189 A014001	4.8057	149	54,385	27,193	\$3,677,785.63	\$55,166.78	\$5,516.68
Hampton Inn Portland Downtown - Waterfront	209 Fore Street	029 L00100H	0.5829	125	45,625	22,813	\$3,085,390.63	\$46,280.86	\$4,628.09
Holiday Inn By The Bay	88 Spring St	039 E010001	2.3018	239	87,235	43,618	\$5,899,266.88	\$88,489.00	\$8,848.90
Hampton Inn & Suites Portland West	1210 Brighton Ave	265 A001001	2.9256	86	31,390	15,695	\$2,122,748.75	\$31,841.23	\$3,184.12
<i>- Upscale Class</i>						<b>50%</b>	<b>\$167.02</b>	<b>1.5%</b>	<b>10%</b>
Residence Inn By Marriott Portland Downtown/Waterfront	147 Fore St	020 C010001	0.7821	179	65,335	32,668	\$5,456,125.85	\$81,841.89	\$8,184.19
Hilton Garden Inn Portland Downtown Waterfront	65 Commercial St	029 K003001	0.3866	120	43,800	21,900	\$3,657,738.00	\$54,866.07	\$5,486.61
AC Hotel by Marriott Portland Downtown/Waterfront	158 Fore St	019 B020001	0.6552	178	64,970	32,485	\$5,425,644.70	\$81,384.67	\$8,138.47
Courtyard by Marriott Portland Downtown/Waterfront	311 Commercial St	040 E00300H	0.767	132	48,180	24,090	\$4,023,511.80	\$60,352.68	\$6,035.27
Hyatt Place Portland-Old Port	433 Fore St	032 I042001	0.4392	130	47,450	23,725	\$3,962,549.50	\$59,438.24	\$5,943.82
Cambria Hotel Portland Downtown / Old Port	127 Fore St	020 C009005	0.7983	102	37,230	18,615	\$3,109,077.30	\$46,636.16	\$4,663.62
Aloft Portland Maine	379 Commercial Street	042 A001001	0.807	157	57,305	28,653	\$4,785,540.55	\$71,783.11	\$7,178.31
Hilton Garden Inn Portland Airport	145 Jetport Blvd	209A A016002	2.2107	76	27,740	13,870	\$2,316,567.40	\$34,748.51	\$3,474.85
<i>- Upper Upscale Class</i>						<b>50%</b>	<b>\$221.53</b>	<b>1.5%</b>	<b>10%</b>
The Press Hotel, Autograph Collection	390 Congress St	032 C001001	0.2304	110	40,150	20,075	\$4,447,214.75	\$66,708.22	\$6,670.82
Portland Regency Hotel & Spa	20 Milk St	029 R001001	0.5596	95	34,675	17,338	\$3,840,776.38	\$57,611.65	\$5,761.16
The Westin Portland Harborview	157 High St	037 E007001	1.0647	289	105,485	52,743	\$11,684,046.03	\$175,260.69	\$17,526.07
Canopy by Hilton Portland Waterfront	9 Center Street	038 G005001	0.5462	135	49,275	24,638	\$5,457,945.38	\$81,869.18	\$8,186.92
Embassy Suites by Hilton Portland Maine	1050 Westbrook St	210A A005001	2.78	124	45,260	22,630	\$5,013,223.90	\$75,198.36	\$7,519.84
The Longfellow Hotel	754 Congress St.	054 G001001	0.2459	48	17,520	8,760	\$1,940,602.80	\$29,109.04	\$2,910.90
<i>- Luxury Class</i>						<b>50%</b>	<b>\$379.40</b>	<b>1.50%</b>	<b>10%</b>
Portland Harbor Hotel	468 Fore St	038 F009001	0.6505	97	35,405	17,703	\$6,716,328.50	\$100,744.93	\$10,074.49
<b>Totals:</b>			<b>42.1269</b>				<b>\$94,968,286.03</b>	<b>\$1,453,633.33</b>	<b>\$145,363.33</b>

\$1,308,270.00

**AGREEMENT  
BETWEEN THE CITY  
OF PORTLAND AND  
VISIT PORTLAND**

This AGREEMENT made as of the 1st day of July, 202~~5~~<sup>6</sup>, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders \_\_\_\_\_, and dated \_\_\_\_\_, 202~~6~~<sup>5</sup>, the City has approved a tourism economic development district designated as the *Portland Tourism Municipal Development District* (the “District”), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

**ARTICLE I. Term**

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 202~~7~~<sup>6</sup> (“the Term”).

**ARTICLE II. Financial Considerations**

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 202~~65~~, and ending on June 30, 202~~76~~, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects, expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

### **ARTICLE III. Services To Be Provided By Visit Portland**

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Post meeting minutes related to the District online.
- h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

### **ARTICLE IV. Termination**

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
1. With respect to existing activities, take only such actions as the City Manager shall direct;
  2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
  3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
  4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

#### **ARTICLE V. Assignment**

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

#### **ARTICLE VI. Performance of Services**

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

#### **ARTICLE VII. Compliance with Law**

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of 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. Visit Portland 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 Visit Portland where appropriate.

#### **ARTICLE VIII. Indemnification**

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
  1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
  2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

#### **ARTICLE IX. Insurance**

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- 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;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. 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, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

**Article X. No Joint Venture; Independent Contractors**

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
  
- c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

**Article XI. Miscellaneous Provisions**

- a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All 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.

- b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 202~~6~~<sup>5</sup>

WITNESS

\_\_\_\_\_

CITY OF PORTLAND

By: \_\_\_\_\_  
Danielle P. West  
Its City Manager

WITNESS

\_\_\_\_\_

CONVENTION AND VISITORS'  
BUREAU OF GREATER  
PORTLAND

By: \_\_\_\_\_  
Print Name:  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Corporation Counsel

Approved as to Funds:

\_\_\_\_\_  
City Finance Department

**ECONOMIC DEVELOPMENT PROJECT**

**CITY OF PORTLAND, MAINE**

*A Municipal Development District*

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**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM**

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*Presented to:*

**City Council**

**City of Portland**

**June \_\_, 202~~6~~<sup>5</sup>**

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## **Exhibit List**

- |                  |   |
|------------------|---|
| <b>Exhibit A</b> | City of Portland Property Map Showing District Property Relative to City Boundaries |
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# Development Program

## I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

## II. Development Program Narrative

### A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

### B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

### **C. Services and Programming**

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming and their respective cost estimates for FY2027 ~~the second half of the 2024 fiscal year. Future cost estimates for the projects will be approved on an annual basis~~ and will serve as the basis for the assessment calculation.

**TABLE 1**  
**Municipal Projects**

<b>Services and Programming</b>	<b>FY 2027<del>6</del> Cost Estimate*</b>
-------------------------------------	---

**A. Sales, Marketing, Promotions, Destination Development and Special Events.**

\$791,949,847  
.543

Marketing efforts will reach markets such as Leisure Travelers, Meetings & Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers.

Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+.

Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts.

Projects may include:

- Promoting and marketing tourism in different periods (for example out of season or shoulder seasons);
- Research & Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message;
- Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.;
- Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings;
- Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties;
- Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties;
- Attendance at tradeshows, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties;
- Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;

- Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;
- Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;
- Research on current and new markets that would result in additional room night sales to assessed lodging properties

<p style="text-align: center;"><b>Services and Programming</b></p>	<p style="text-align: center;"><b>FY 2027 Cost Estimate*</b></p>
<p><b>B. Business Practices &amp; Workforce Initiatives</b></p> <p>Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services <b>may</b> include:</p> <ul style="list-style-type: none"> <li>● Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents;</li> <li>● Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods;</li> <li>● Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures;</li> <li>● Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.</li> </ul>	<p style="text-align: right;"><b>\$100,000,500</b></p>
<p><b>C. <u>District Administration</u></b> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.</p>	<p style="text-align: right;"><b>\$533,692,536,090</b></p>
<p><b>D. <u>Return on Investment/ Quarterly and Annual Reporting</u></b></p> <p>The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.</p>	<p style="text-align: right;"><b>\$20,000</b></p>

<b>Services and Programming</b>	<b>FY 20276 Cost Estimate*</b>
<b>Total</b>	<b>\$1,445,641, 453,633</b>

\* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

**D. Strategic Growth and Development**

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City’s designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

**E. Improvements to the Public Infrastructure**

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

**F. Operational Components**

**1. Public Facilities**

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

**2. Commercial Improvements Financed Through Development Program**

No commercial improvements will be financed through the District or assessments.

### **3. Relocation of Displaced Persons**

No persons will be displaced.

### **4. Transportation Improvements**

No transportation improvements will be financed through the District or Assessments.

### **5. Environmental Controls**

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

### **6. Plan of Operation**

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

## **III. Physical Description**

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

## **IV. Financial Plan**

The District will encompass approximately 42.1269 acres of property and will begin for the 202~~7~~<sup>6</sup> fiscal year July 1, 202~~6~~<sup>5</sup> – June 30, 202~~7~~<sup>6</sup>, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

### **A. Cost Estimate and Sources of Revenues**

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term

room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property, for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 202~~5~~<sup>6</sup>, District begin date, the budget is based on July 1, 202~~5~~<sup>6</sup>, to June 30, 202~~7~~<sup>6</sup>, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 202~~5~~<sup>6</sup> District begin date, the District is expected to have a budget (FY202~~7~~<sup>6</sup>) of approximately \$~~1,445,641~~<sup>1,453,633</sup> based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

## **B. Collections and Remittance**

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

## **C. Municipal Indebtedness**

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

## **D. Related Contract, Agreements, and Obligations**

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

**E. Rollover Funds**

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

**F. Reserve Policy**

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

**V. Financial Data**

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

**VI. Municipal Approvals**

**A. Notice of Public Hearing**

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on \_\_\_\_\_ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City \_\_\_\_\_ on a date at least ten (10) days prior to the public hearing.

**B. Minutes of Public Hearing**

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on , at which time the proposed District was discussed by the public.

**C. City Council Order**

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on \_\_\_\_\_, 20264, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY  
RELATIVE TO CITY BOUNDARIES

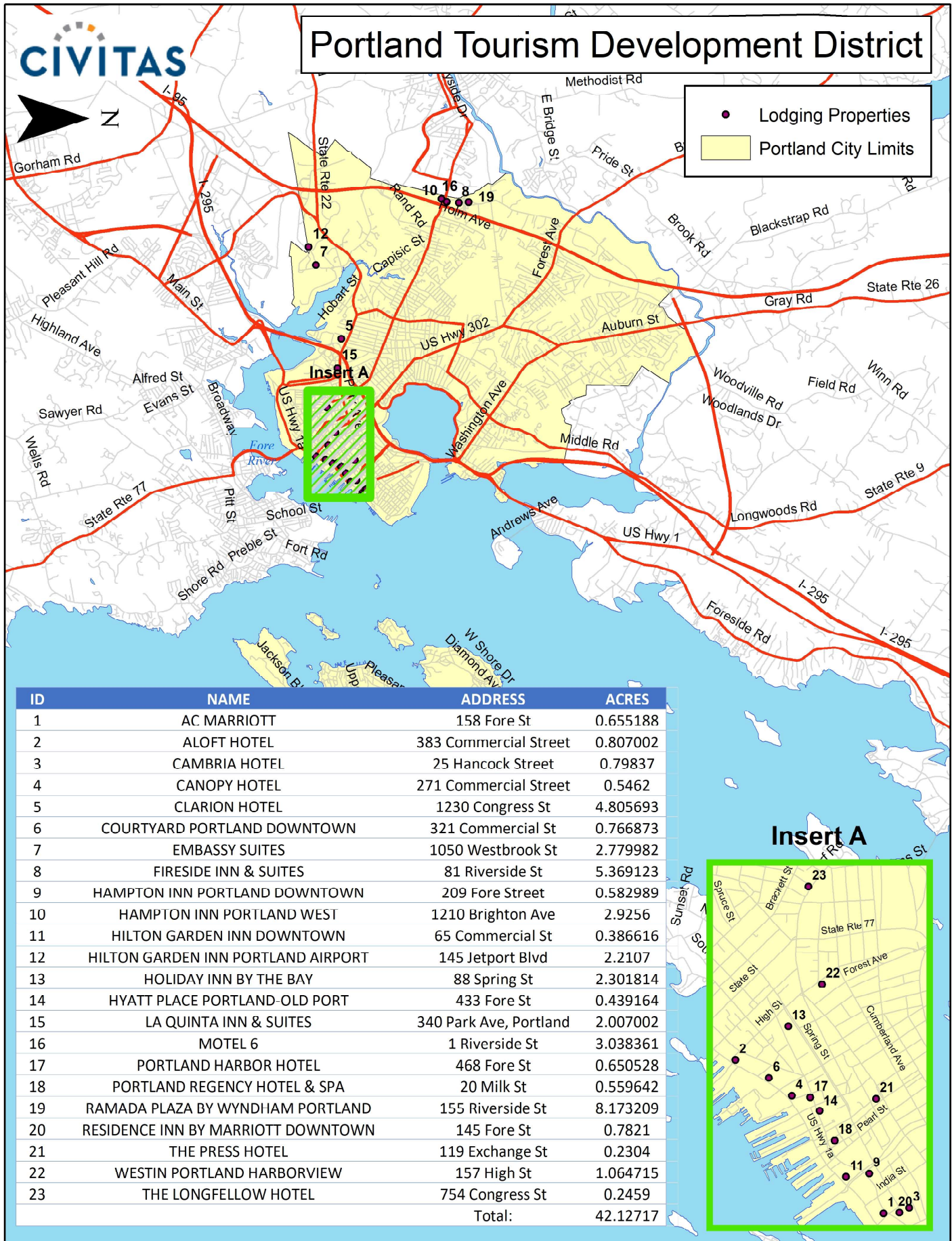


EXHIBIT B  
NOTICE OF PUBLIC HEARING

EXHIBIT C  
MINUTES OF PUBLIC HEARING

EXHIBIT D  
CITY COUNCIL ORDER

EXHIBIT E  
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

**AGREEMENT  
BETWEEN THE CITY  
OF PORTLAND AND  
VISIT PORTLAND**

This AGREEMENT made as of the 1st day of July, 2026, (the “Effective Date”) is by and between the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (the “City”) and the CONVENTION AND VISITORS’ BUREAU OF GREATER PORTLAND, doing business as VISIT PORTLAND, a Maine non-profit corporation with a mailing address of 1375 Congress Street, Portland, Maine 04102 (“Visit Portland”) (collectively referred to as (the “Parties”).

WHEREAS, by Council Orders \_\_\_\_\_, and dated \_\_\_\_\_, 2026, the City has approved a tourism economic development district designated as the *Portland Tourism Municipal Development District* (the “District”), the Development Program (defined below), including a map of the District, is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Visit Portland has been designated as the independent, non-profit corporation that shall manage the District as the Development Program Manager; and

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby mutually agree as follows:

**ARTICLE I. Term**

The term of this Agreement shall commence with the establishment of the District, and shall expire on June 30, 2027 (“the Term”).

**ARTICLE II. Financial Considerations**

- a. The City Council has approved the Portland Tourism Municipal Development District Development Program for the District (“the Development Program”) and the special assessment rate that provides funding to support the Development Program.
- b. The City shall make assessments (the “Assessments”) on all non-seasonal lodging properties with forty (40) rooms or more located within the boundaries of the District (each a “District Property”) in accordance with the Development Program as authorized by the City Council and permitted by law.

- c. The City shall remit the Assessments to Visit Portland within thirty (30) days of collection, less the administrative fee of ten percent (10%) of District revenue as described in the Development Program. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district.
- d. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be subject to the City's administrative fee described in the Development Plan and less any amounts remaining to be reimbursed under a prior year Agreement with the City. City will provide Visit Portland with written detail as to any deductions taken from payments under this paragraph.
- e. Notwithstanding the foregoing, Visit Portland agrees that it will neither encumber funds that it anticipates receiving from the District Assessments nor incur expenditures in anticipation of receipt of such funds except in accordance with the Development Program.
- f. Visit Portland has approved Visit Portland's budget and Development Program, covering the period beginning on July 1, 2026, and ending on June 30, 2027, and the City Council has approved the assessment that provides funding to support Visit Portland's budget and Development Program.
- g. Any penalties and interest collected by the City for nonpayment of assessments shall be retained by the City. Such penalties and interest shall be equivalent to penalties and interest for nonpayment of property taxes.
- h. Visit Portland will provide the Director of Finance with an annual certified financial statement for expenses related to the District and the programs and services outlined in the Development Program. The statement shall list all income and expenses related to the District and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- i. Visit Portland will produce an annual report to be submitted to the City reflecting all projects expenses, and returns on investments of the District. Any audits needed to verify collection assessment will be paid for by Visit Portland. The City may require reporting and conduct an audit without cause no more than once during the Term to verify remittance in accordance with the assessment formula.

Visit Portland shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Visit Portland's books and records particular to the District expenditures.

### **ARTICLE III. Services To Be Provided By Visit Portland**

During the Term, Visit Portland shall:

- a. Provide the services described herein and in the Development Program.
- b. Provide staff and administrative services sufficient for the performance of the services described herein and in the Development Program.
- c. Maintain a corporate Board of Directors whose members fairly represent a cross section of District Property owners or their designees in the District, and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.
- d. Maintain a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Visit Portland.
- e. Provide liaison between the City, the District property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the District.
- f. Maintain all minutes and records of Visit Portland proceedings as may be required.
- g. Post meeting minutes related to the District online.
- h. Nothing in this Agreement is intended to or shall be construed to limit Visit Portland's general powers, as set forth in the Maine Non-profit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

### **ARTICLE IV. Termination**

- a. The District will commence upon the date of its establishment by the City Council and continue indefinitely in accordance with applicable law until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law. The City has and reserves the right to suspend, terminate or abandon the execution of any work by Visit Portland upon receipt of a petition dissolving the District.

- b. This Agreement may be terminated by either Party for good cause. If Visit Portland or the City should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice of complaint from the City Manager or Visit Portland specifying such failure, either Party may provide the other with notice of failure to perform the Agreement as provided herein. Upon receipt of notice, Visit Portland or the City shall have a ninety (90) day period, computed from the date of delivery of the notice of failure to perform, within which the affected Party may provide a written plan to remedy the complaint. In the event that a determination is made at the expiration of the ninety (90) day period that the complaint is unresolved, either Party may declare their intent to terminate the Agreement and identify the specific date of termination with a written notice. Either Party shall have the right to appeal the decision to the other. Either Party shall file such appeal within seven (7) business days from the date the Party receives the notice of termination. If such appeal does not remedy the complaint, consideration for termination of this Agreement would be subject to a vote of the City Council.
- c. Nothing herein shall be construed as giving Visit Portland the right to perform the work contemplated under this Agreement beyond the time that the City Council terminates this Agreement. In case Visit Portland should be discharged before all the services contemplated in this Agreement have been completed, or the services for any reason should be stopped, either because of the expiration of the Term or because of the inability of Visit Portland to fulfill its obligations under this Agreement, Visit Portland shall be reimbursed for all services satisfactorily performed prior to the effective date of termination in accordance with Article II hereof, but only to the extent that sufficient Assessments have been received by the City to make such reimbursement. After termination of the Agreement, Visit Portland shall:
1. With respect to existing activities, take only such actions as the City Manager shall direct;
  2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Visit Portland in and to all existing orders and agreements.
  3. To the extent rights, title and interests of Visit Portland in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Visit Portland shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
  4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Visit Portland as part

of or in connection with the work.

5. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be returned to the City and appropriated for the purposes of the Development Program, subject to the approval of the City Council.

#### **ARTICLE V. Assignment**

Visit Portland covenants and agrees that it will neither assign nor transfer any rights here under, either in whole or in part, without first obtaining the prior written consent of the City.

#### **ARTICLE VI. Performance of Services**

All services performed by Visit Portland under this Agreement, or by third parties paid with funds provided under this Agreement, shall be performed in a good, workman like fashion and in accordance with all applicable professional and industry standards.

#### **ARTICLE VII. Compliance with Law**

Visit Portland will comply with all provisions of Federal, State, and local law, applicable to the services provided under this Agreement. Visit Portland further agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. This shall include compliance with all applicable provisions of 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. Visit Portland 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 Visit Portland where appropriate.

#### **ARTICLE VIII. Indemnification**

- a. Visit Portland shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
  1. To the fullest extent permitted by law, Visit Portland shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Visit Portland, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
  2. All claims and liens of Visit Portland's consultants, subcontractors, and their laborers, mechanics, material men, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification and shall not be limited by any provision for insurance contained in this Agreement.
- b. Notwithstanding the foregoing, nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the City or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

#### **ARTICLE IX. Insurance**

- a. Neither Visit Portland nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Visit Portland shall, at its own expense, procure and maintain:

- Occurrence-based Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim.
- 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;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees;

With respect to the Commercial General Liability, Visit Portland shall name the City as an additional insured for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Visit Portland shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Visit Portland shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. 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, Visit Portland shall provide City with a complete copy of any of the above-referenced policies. Visit Portland shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of Corporation Counsel). City's acceptance or lack of acceptance of Visit Portland's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Visit Portland's obligation to obtain and maintain such insurance as required by this agreement.

**Article X. No Joint Venture; Independent Contractors**

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal

representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
  
- c. Nothing in this Agreement is intended to or does prohibit Visit Portland or the City from entering into any other contractual relationship with each other or any third party.

#### **Article XI. Miscellaneous Provisions**

- a. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All 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.

- b. This Agreement and its attachments represent the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the City and Visit Portland.
- c. Visit Portland warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of Visit Portland has the authority to do so.
- d. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**WITNESS**

\_\_\_\_\_

**CITY OF PORTLAND**

By: \_\_\_\_\_  
Danielle P. West  
Its City Manager

**WITNESS**

\_\_\_\_\_

**CONVENTION AND VISITORS'  
BUREAU OF GREATER  
PORTLAND**

By: \_\_\_\_\_  
Print Name:  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Corporation Counsel

Approved as to Funds:

\_\_\_\_\_  
City Finance Department

**ECONOMIC DEVELOPMENT PROJECT**

**CITY OF PORTLAND, MAINE**

*A Municipal Development District*

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**PORTLAND TOURISM MUNICIPAL DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM**

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*Presented to:*

**City Council**

**City of Portland**

**June \_\_, 2026**

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## **Exhibit List**

- |                  |   |
|------------------|---|
| <b>Exhibit A</b> | City of Portland Property Map Showing District Property Relative to City Boundaries |
| <b>Exhibit B</b> | Notice of Public Hearing  |
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# Development Program

## I. Introduction

The City of Portland (the “City”) seeks to establish a Municipal Development District to be known as the “**Portland Tourism Municipal Development District**” (the “District”), located throughout the City of Portland.

The District includes 23 non-seasonal hotels with 40 rooms or more to be assessed for the District to provide programs, services and improvements as described in this Development Program.

In designating the proposed District and adopting this Development Program, the City can accomplish the following goals:

- Maintain and ideally expand the existing tax revenues flowing from the District properties;
- Enable the investment of assessment payments made by properties uniformly and proportionally benefitting from the Development Program in strategic sales, marketing, promotions, destination development and special events;
- Maintain and create long-term, stable employment opportunities for area residents; and
- Improve the overall economy of the City, the Cumberland County region, and the State of Maine.

## II. Development Program Narrative

### A. The Development District

The District will encompass approximately 42.1269 acres of real property, and includes the following\ City Tax Map/Lots/Blocks: 019-B020001 (0.6552 acres), 042-A001001 (0.807 acres), 20-C009001 (0.7983 acres), 038-G005001 (0.5462 acres), 054-G001001 (.2459 acres), 189-A014001 (4.8057 acres), 040-E00300H (0.767 acres), 210A-A005001 (2.78 acres), 266-A002001 (5.3691), 029-L00100H (0.5829 acres), 265-A001001 (2.9256 acres), 029-K003001 (0.3866 acres), 209A-A016002 (2.2107 acres), 039-E010001 (2.3018 acres), 032-I042001 (0.4392 acres), 065-A003001 (2.007 acres), 266-A001001 (3.0384 acres), 038-F009001 (0.6505 acres), 029-R001001 (0.5596 acres), 267-B001001 (8.173 acres), 020- C010001 (0.7821 acres), 032-C001001 (0.2304 acres), 037-E007001 (1.0647 acres) (each a “District Property”). The District is shown in **Exhibit A** attached hereto.

### B. The Development Program

The City’s designation of the District and adoption of this Development Program allows for the City to fund activities and projects to be supported by the District Property owners, and also coordinate services to ensure effective delivery and proper support for tourism promotion while building on existing revitalization efforts and protection of public and private investment. The travel industry is a major economic driver for the City and Maine. Visitor spending not only

supports tourism-related businesses but also the local artists, lobster/fishing community, cultural institutions, food & beverage establishments, and small businesses that residents alone could not support year-round. Therefore, it is in the public interest of the City, and vital to the welfare of the City's economy, to facilitate and encourage cooperating public-private partnerships where lodging properties become partners with the City for the enhancement and expansion of the travel economy and to provide for increased business activity, tourism, economic development and job creation throughout the District.

The term of the District will commence when established by the City Council and continue indefinitely, subject to annual budget approvals by the City Council, until the Council takes action to terminate or amend the District. District Property owners may submit a petition to the City Council at any time requesting that the District be terminated, which the City will consider in accordance with applicable law.

Under this Development Program, projects as listed below in Table 1 will be executed through an agreement with a development program manager (the "Development Program Manager").

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Statute"). The designation of the District and adoption of the Development Program are effective upon approval by the City Council, evidenced by **Exhibit C** and **Exhibit D** hereto.

### **C. Services and Programming**

District Property owners will pay assessments on an annual basis to support the program. The formation of the District is intended to contribute to the economic growth and wellbeing of the City, and to the betterment of the health, welfare or safety of the inhabitants of the City. To accomplish this intention, the City desires to support the costs described below using District revenues. The City shall not reduce services to the District Properties because of the implementation of the District. Projects and services approved and executed by the District shall be in addition to and not in the place of municipal projects and services. Assessment revenues must be spent in accordance with the financial plan.

The annual project costs presented in the annual Financial Plan shall be approved by the City Council and must be contained within the services and programming descriptions below and identified in the Order Establishing the Portland Tourism Development District. Please see Table 1 herein for a complete list of authorized services and programming and their respective cost estimates for FY2027 and will serve as the basis for the assessment calculation.

**TABLE 1**  
**Municipal Projects**

<b>Services and Programming</b>	<b>FY 2027 Cost Estimate*</b>
-------------------------------------	---------------------------------------

<p><b><u>A. Sales, Marketing, Promotions, Destination Development and Special Events.</u></b></p> <p>Marketing efforts will reach markets such as Leisure Travelers, Meetings &amp; Conferences, Sporting Events, Destination Weddings and Social Events, International Travelers, Motorcoaches, Cruise Passengers, and Media/Influencers.</p> <p>Marketing messaging will reach all ages of travelers and target all demographics including BIPOC and LGBTQ+.</p> <p>Ten percent (10%) of the Sales, Marketing, Promotions, Destination Development, and Special Events budget shall be allotted specifically to reach the BIPOC, LGBTQ+ markets, and community DEI efforts.</p> <p>Projects may include:</p> <ul style="list-style-type: none"> <li>● Promoting and marketing tourism in different periods (for example out of season or shoulder seasons);</li> <li>● Research &amp; Development of a marketing plan designed to outline a strategy for attracting potential visitors and expand programs to attract diverse visitors at the right time with the right message;</li> <li>● Regional and national leisure marketing and convention trade marketing programs inclusive of broadcast, social, digital, audio, print, pay-per-click and out-of-home channels, designed to increase awareness of and drive overnight traffic to the destination – in turn, benefitting the assessed lodging properties through increased consumer demand and increased year-round room night bookings.;</li> <li>● Public Relations and media programs that enhance the profile of Portland as a visitor, meetings and event destination – in turn, benefitting the assessed lodging properties through increased consumer demanded increased room night bookings;</li> <li>● Dedicated funds to support incentives, hosting fees and other offsetting costs associated with securing strategic industry events, incremental group and convention business, and/or large-scale events for the destination that generate room nights for the assessed lodging properties;</li> <li>● Strategic partnerships, sponsorships, or other alliances that reinforce the City of Portland as a destination of choice within the travel marketplace for meetings, events and leisure travel – in turn, generating greater room night sales to the assessed lodging properties;</li> <li>● Attendance at tradeshow, conferences, and professional industry/partner events to promote the destination and the assessed lodging properties;</li> <li>● Sales missions, client events, site inspections, and familiarization tours showcasing the destination and the assessed lodging properties;</li> </ul>	<p>\$847,543</p>
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- Visitor services programs designed to extend stays at assessed lodging properties and increase visitor spending;
- Preparation, production, mailing, and distribution of collateral promotional materials such as brochures, flyers, maps, and videos featuring assessed lodging properties;
- Research on current and new markets that would result in additional room night sales to assessed lodging properties

<b>Services and Programming</b>	<b>FY 2027 Cost Estimate*</b>
<p><b>B. Business Practices &amp; Workforce Initiatives</b></p> <p>Work with lodging partners, attractions, restaurants, venues and other tourism-related entities to support programs that encourage sustainable visitation. Services <b>may</b> include:</p> <ul style="list-style-type: none"> <li>● Programs to combat congestion at specific locations and reduce pressure on infrastructure and resources that have a negative impact on the quality of life for residents;</li> <li>● Programming to sustain demand and undertaking activities that balance the livability of the destination in popular tourism periods and generating overnight stays from leisure travelers especially during need periods;</li> <li>● Infrastructure or capital improvements, including maintenance activities, that enhance Portland’s competitive position to attract desirable special events year around and attract overnight visitors including payment of debt service on such expenditures;</li> <li>● Funds shall be deployed to build programs to support a sustainable workforce. Programming may include destination-wide workforce assessment, apprenticeship or educational programming as seasonality requires, and worker-led roundtables and peer listening sessions designed to foster open dialogue among hospitality employees, as well as a community-facing workforce website that highlights worker contributions and connects them with professional resources.</li> </ul>	\$50,000
<p><b>C. <u>District Administration</u></b> The administration portion of the budget shall be utilized for administrative costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees incurred by the City and the Development Program Manager. A portion of the budget will be allocated to a contingency fund. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Development Program Manager board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board, subject to approval by the City.</p>	\$536,090
<p><b>D. <u>Return on Investment/ Quarterly and Annual Reporting</u></b></p> <p>The Development Program Manager will account for the expenses and results of the district specific to the Services and Programming and the return on investment as it relates to benefiting the property owners in the district and community related impact such as workforce programs.</p>	\$20,000

<b>Services and Programming</b>	<b>FY 2027 Cost Estimate*</b>
<b>Total</b>	<b>\$1,453,633</b>

\* These are estimates only. The City may approve different budgeted amounts for the listed projects each year.

**D. Strategic Growth and Development**

By creating and designating the District, the City can achieve the appropriate level of programs, services and improvements described in this Development Program as well as a fair and appropriate financial contribution from each party benefitting from such activities. Establishing the public private partnership to fund our local tourism industry will pave the way for an engaged community that will be invested in efforts to stabilize and sustain a year-round balanced visitor demand, local workforce development and support, creating a new platform for Portland to elevate the accessibility to its diverse community, support residents and business development, and maintain and evolve experiences for visitors.

In addition, by providing additional services for assessed lodging properties in the City of Portland, the District will ease the burden on local government, which faces constrained budgets, while under obligation to provide equivalent levels of service throughout the entire community.

The City’s designation of the District and pursuit of this Development Program constitute a good and valid public purpose described in Chapter 206 of Title 30-A of Maine Revised Statutes because it represents a substantial contribution to the economic well-being of both the City and the region, by supporting surrounding businesses which provide jobs and contribute to property taxes.

**E. Improvements to the Public Infrastructure**

As further set forth in Table 1, the City will undertake a variety of operations and maintenance activities, including potential public infrastructure improvements.

**F. Operational Components**

**1. Public Facilities**

As further set forth in Table 1, the City may undertake public capital improvement projects and maintenance activities.

**2. Commercial Improvements Financed Through Development Program**

No commercial improvements will be financed through the District or assessments.

**3. Relocation of Displaced Persons**

No persons will be displaced.

#### **4. Transportation Improvements**

No transportation improvements will be financed through the District or Assessments.

#### **5. Environmental Controls**

The improvements made under the proposed Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements for the City.

#### **6. Plan of Operation**

During the term of the District, the City Manager or designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District, including the imposition and collection of implementation assessments.

Pursuant to the Development Districts Law, the City will enter into a contractual arrangement with the Development Program Manager to perform the Projects outlined in Table 1 above and all administrative matters associated with the Development Program other than those matters within the purview of the City. The Development Program Manager shall establish a corporate Board of Directors whose members fairly represent a cross section of assessed property owners or their designees in the District and include on the Board one (1) ex-officio Director seat for the Portland Housing and Economic Development Director or the City Manager's designee.

### **III. Physical Description**

Municipal documents relating to the District's physical description attached as: City of Portland property map showing the District relative to City boundaries. **Exhibit A**

### **IV. Financial Plan**

The District will encompass approximately 42.1269 acres of property and will begin for the 2027 fiscal year July 1, 2026 – June 30, 2027, with subsequent fiscal years with an indefinite term of years to be terminated only upon Council action.

#### **A. Cost Estimate and Sources of Revenues**

All non-seasonal lodging properties with forty (40) or more rooms within the boundaries of the City of Portland that meet the assessed property criteria shall be assessed. The assessment is based upon the benefits received from the district programming, derived from the business activity related to the parcel. The fiscal year method and assessment rate is based on short term room rental using the US Average, Average Daily Rate (ADR) multiplied by fifty-percent (50%) occupancy as reported by STR year or, when unavailable, as reported by the District Property,

for the previous year, multiplied by one and one-half percent (1.5%) which is also equal to one and one-half percent (1.5%) of annual gross short-term room rental revenue.

With a July 1, 2026, District begin date, the budget is based on July 1, 2026, to June 30, 2027, business activity as reported by STR as outlined above, or when unavailable as reported by District Property owners. The subsequent annual assessment will be calculated in a similar manner to the initial assessment using the most recent available previous fiscal year data as reported by STR as outlined above, or when unavailable by District Property Owners.

Assuming a July 1, 2026 District begin date, the District is expected to have a budget (FY2027) of approximately \$1,453,633 based on the assessment rate described above and the cost of programs detailed in the attached budget and as described in Table 1.

**B. Collections and Remittance**

Pursuant to the Development Districts Law, assessments must be collected by the City at the same time and in the same manner as municipal taxes, following municipal procedures as outlined by the City of Portland. The City shall forward to the Development Program Manager all District assessment funds collected within thirty (30) days of collection, less a ten (10) percent City administrative fee as authorized in the District Development Program. The City tax collector has all the authority and powers by law to collect the assessments. If any District Property owner fails to pay any assessment or part of an assessment on or before the dates required, the City has all the authority and powers to collect the delinquent assessments vested in the City by law to collect delinquent municipal taxes. Penalties for nonpayment of assessments shall be equivalent to penalties for nonpayment of property taxes. Assessments may be remitted on a monthly basis in advance of the municipal tax billing. The City administrative fee may be used for any costs or expenses related to the administration, collection, enforcement, and reporting particular to the District. Any additional funds shall be spent in accordance with the Development Districts Law in a manner which uniformly benefits the assessed parcels in the district. The City may require reporting and conduct an audit without cause no more than once every year to verify remittance in accordance with the assessment formula.

**C. Municipal Indebtedness**

The City reserves the right to issue municipal bonds in order to pay for costs of maintenance and operations costs. Any municipal bond issued for such a project would require City Council approval and follow the Charter required process.

**D. Related Contract, Agreements, and Obligations**

There are no existing terms and conditions of any agreements, contracts, or other obligations related to this Program, other than the anticipated contract with the Development Program Manager to implement the Projects outlined in Table 1 above and all other administrative matters concerning the implementation and operation of the District, other than those matters within the purview of the City.

**E. Rollover Funds**

Any and all unused fee funds collected during a year may be rolled over to the subsequent year to be used for programs detailed in the Financial Plan. In the event of termination of the District, any remaining revenues, after all outstanding debts are paid, derived from the charge of fees, or derived from the sale of assets acquired with the revenues, shall be appropriated for the purposes of this Development Program.

**F. Reserve Policy**

The District's Development Program Manager may develop a Reserve Policy to establish minimum levels for designated funds to ensure stable program and project execution, meet future needs, and protect against financial instability, subject to approval by the City.

**V. Financial Data**

Please find attached as **Exhibit E** the Statutory Requirements and Thresholds Form required by the Maine Department of Economic and Community Development.

**VI. Municipal Approvals**

**A. Notice of Public Hearing**

Attached as **Exhibit A** is a copy of the Notice of Public Hearing held on \_\_\_\_\_ in accordance with the requirements of 30-A M.R.S.A. § 5226(1). The notice was published in the Portland Press Herald, a newspaper of general circulation in the City \_\_\_\_\_ on a date at least ten (10) days prior to the public hearing.

**B. Minutes of Public Hearing**

Attached as **Exhibit C** is a certified copy of the minutes of the public hearing held on \_\_\_\_\_, at which time the proposed District was discussed by the public.

**C. City Council Order**

Attached as **Exhibit D** is an attested copy of the City Council Order adopted by the Portland City Council at a Council Meeting duly called and held on \_\_\_\_\_, 2026, designating the District and adopting the Development Program.

EXHIBIT A

CITY OF PORTLAND PROPERTY MAP SHOWING DISTRICT PROPERTY  
RELATIVE TO CITY BOUNDARIES

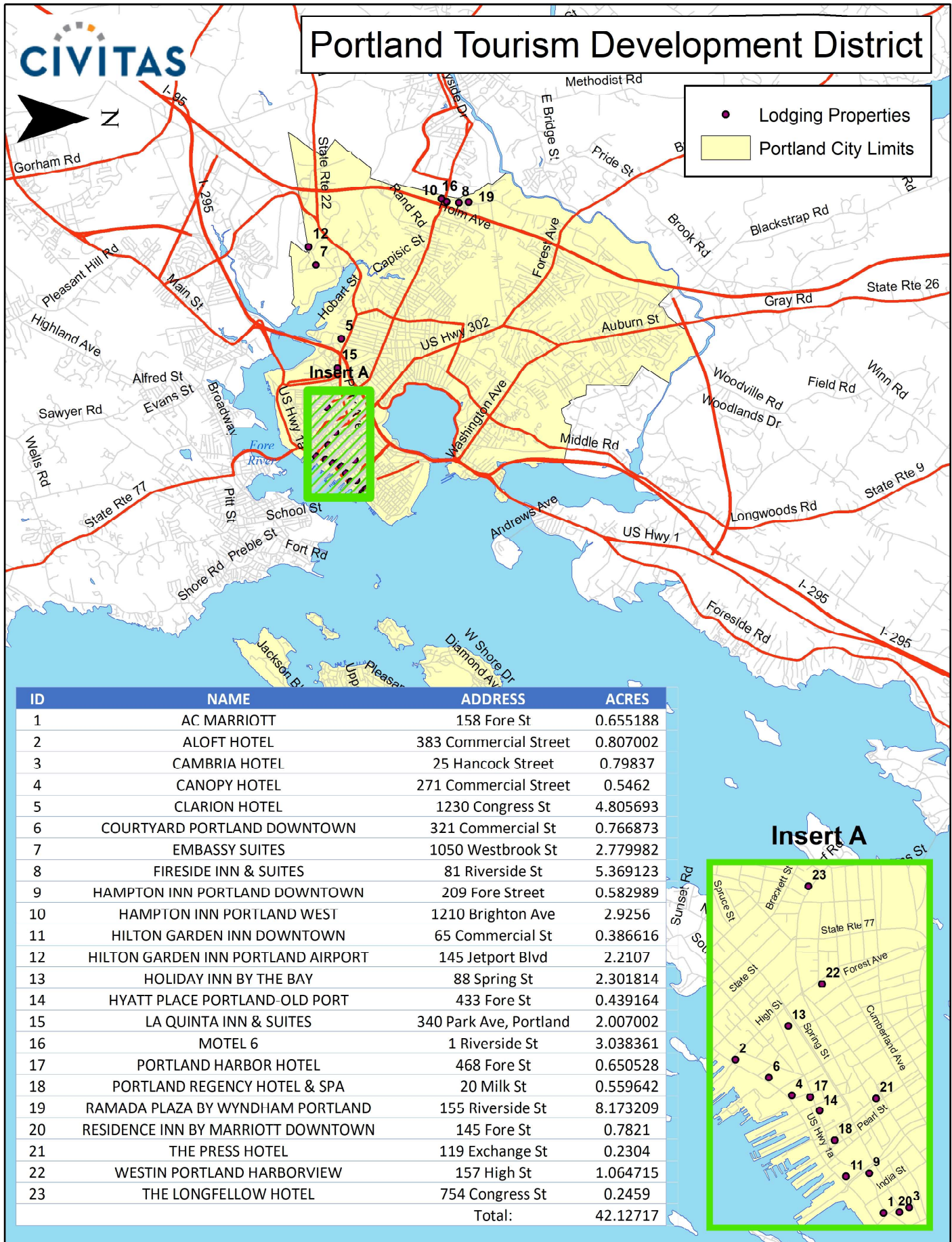


EXHIBIT B  
NOTICE OF PUBLIC HEARING

EXHIBIT C  
MINUTES OF PUBLIC HEARING

EXHIBIT D  
CITY COUNCIL ORDER

EXHIBIT E  
STATUTORY REQUIREMENTS AND THRESHOLDS FORM

2025

# HOUSING REPORT



The 2025 Housing Report has been prepared by the Departments of Housing & Economic Development and Planning & Urban Development for the City Council's Housing & Economic Development Committee. This report is designed to give an overview of housing development activity, approvals, completions, funding sources, and projects benefitting from subsidies in the 2025 calendar year.

### Snapshot of Projects Under Construction



**Riverton Park** (approved 2023)  
Renovation of 21 existing townhouses and construction of a new building with 64 dwelling units.



**Dougherty Commons** (approved 2023)  
63 affordable apartments completed construction in 2025.



**125 Thompson's Point** (approved 2025)  
Construction of a new building with 255 dwelling units.



**89 Elm Street** (approved 2023)  
Construction of 201 affordable dwelling units.

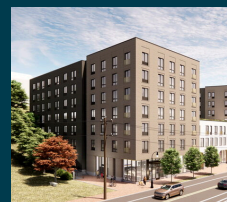
# 1 HOUSING DEVELOPMENT

# 2025 HOUSING APPROVED

**1,420** Total Units



Tavata



**325**

61 Preble Street



**217**

PHA Comb Block



**119**

45 Union Street



**73**

1584 Forest Avenue



**50**

161 York Street



**6**

Thompson's Point



**255**

Stroudwater Commons



**156**

197 Oxford Street



**96**

1125 Brighton Avenue



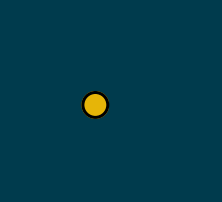
**50**

112 West Street



**9**

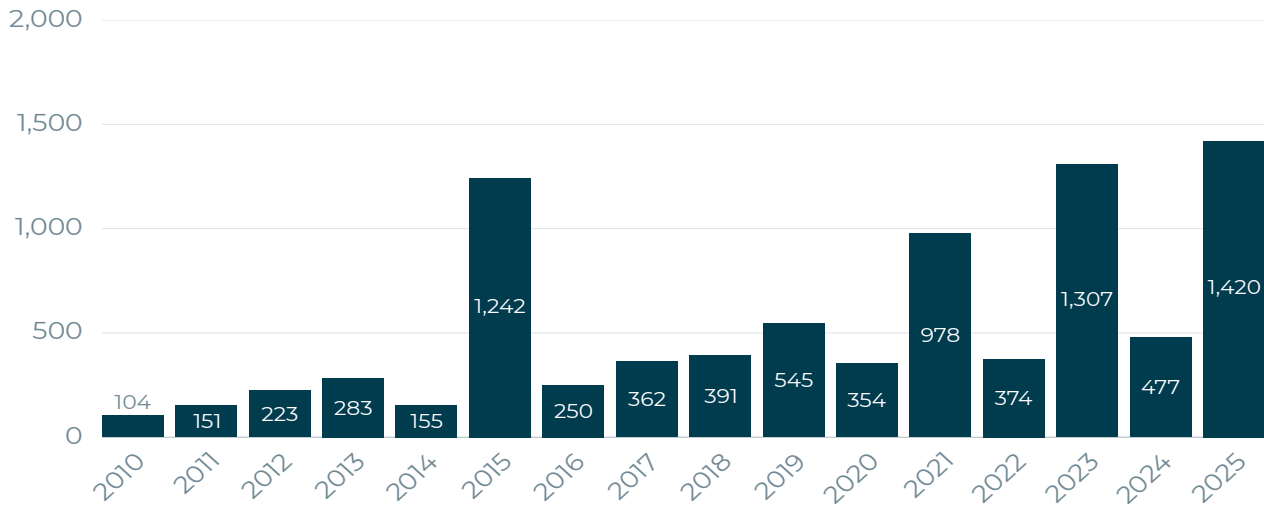
1-3 Unit Projects



**64**

# HOUSING APPROVALS 2010-2025

## Units Approved (2010-2025)



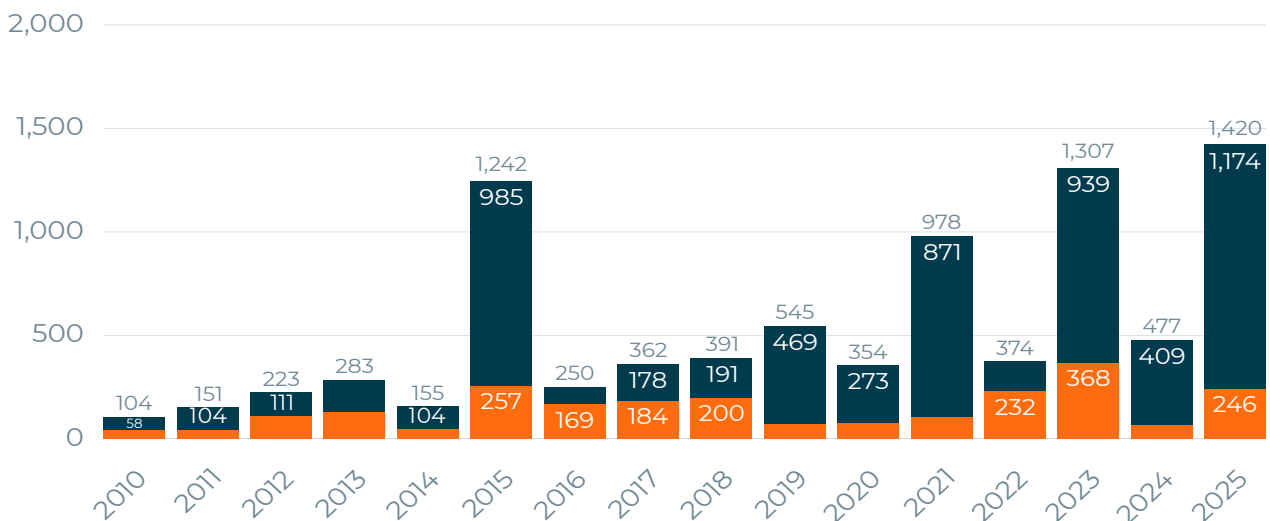
## Units Approved by Affordability (2010-2025)

■ Affordable
 ■ Market-Rate



## Units Approved by Ownership (2010-2025)

■ Ownership
 ■ Rental



# 2025 HOUSING COMPLETED

**187** Total Units



Dougherty Commons



67

Rumery Lofts



38

Schwartz Building



12

156 Woodford Street



6

446 Fore Street



5

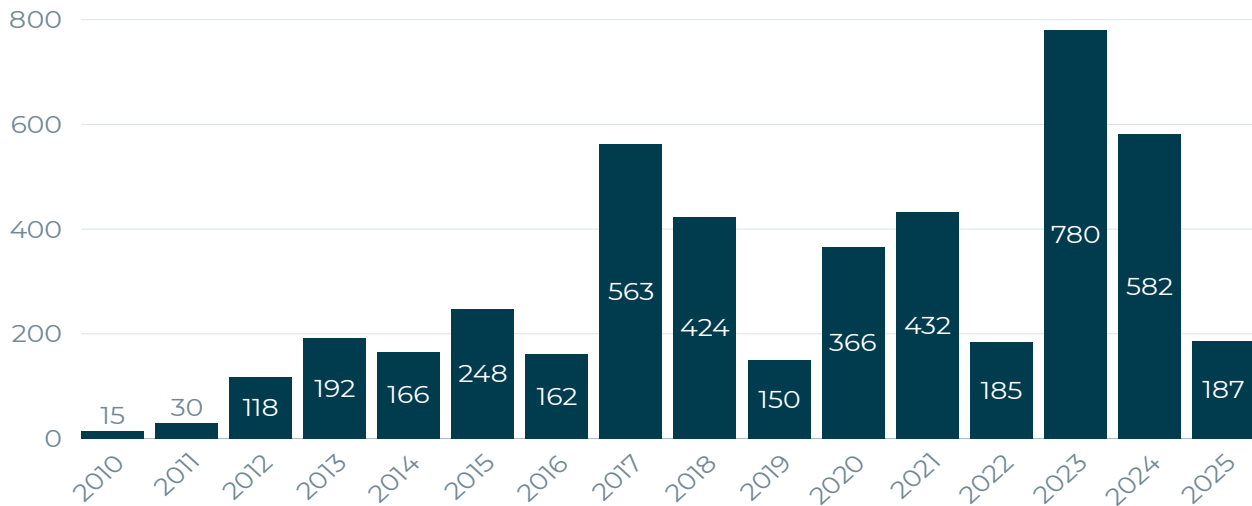
1-3 Unit Projects



59

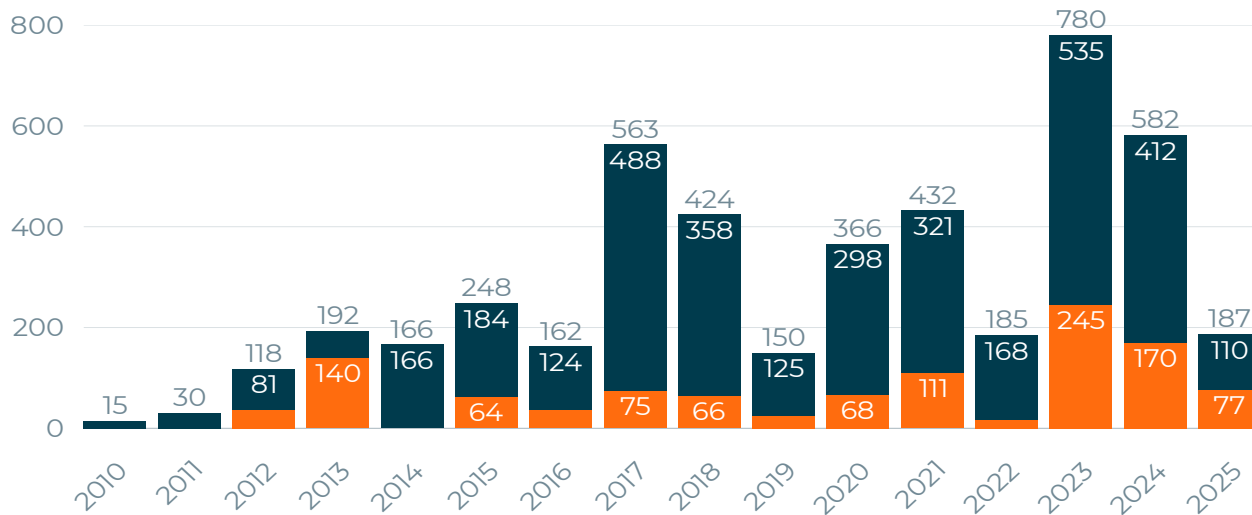
# HOUSING COMPLETIONS 2010-2025

## Units Completed (2010-2025)



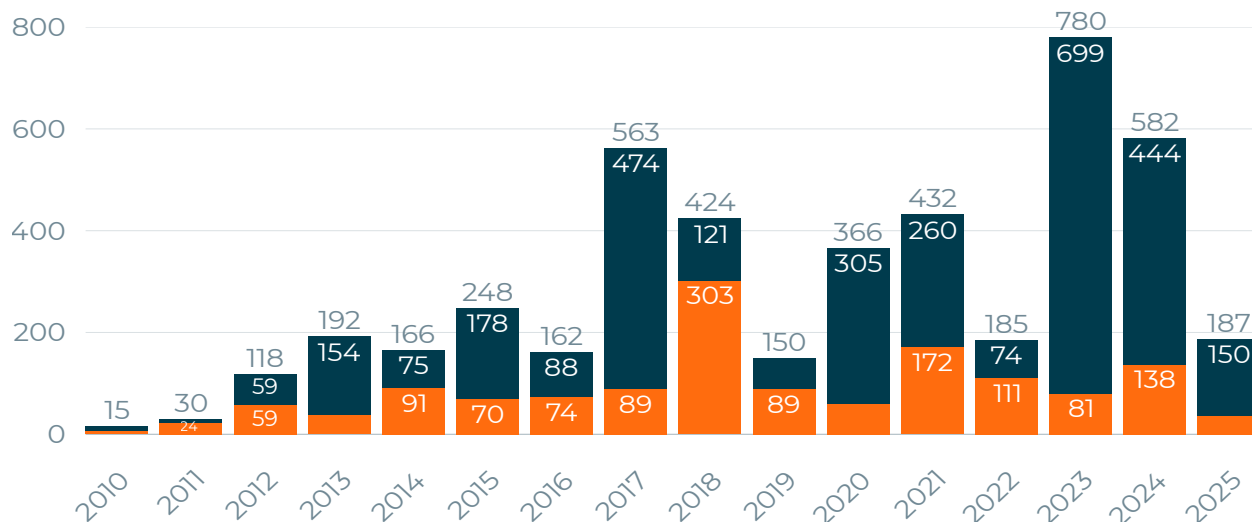
## Units Completed by Affordability (2010-2025)

■ Affordable
 ■ Market-Rate



## Units Completed by Ownership (2010-2025)

■ Ownership
 ■ Rental



# 2025 HOUSING TRENDS



## Record for number of units approved

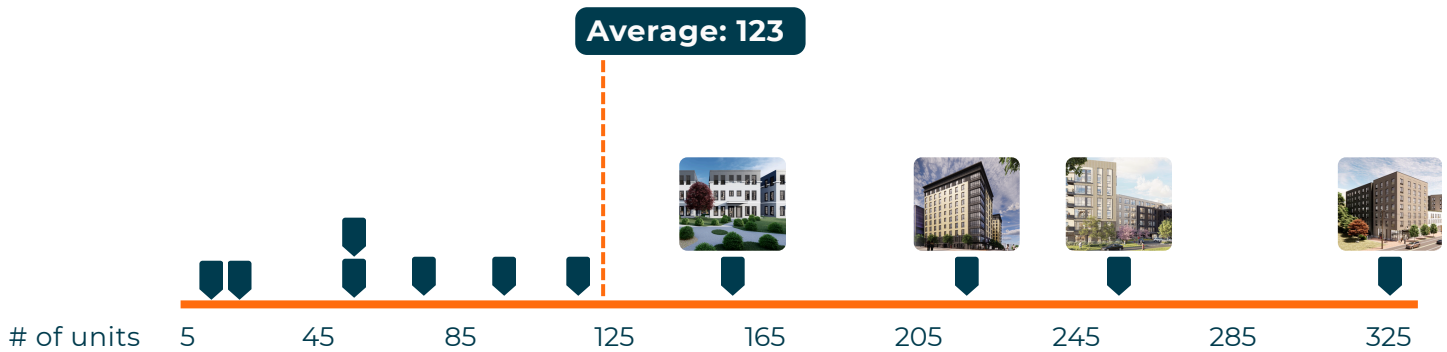
1,420 units were approved in 2025, the highest number of any year since 2010. 2025 also saw the second highest year since 2010 for affordable units approved (380). Similar to previous years, 99% of approved units are located within ¼ mile of a fixed transit route.

**1,420** Approved Units  
**380** Affordable Approved Units



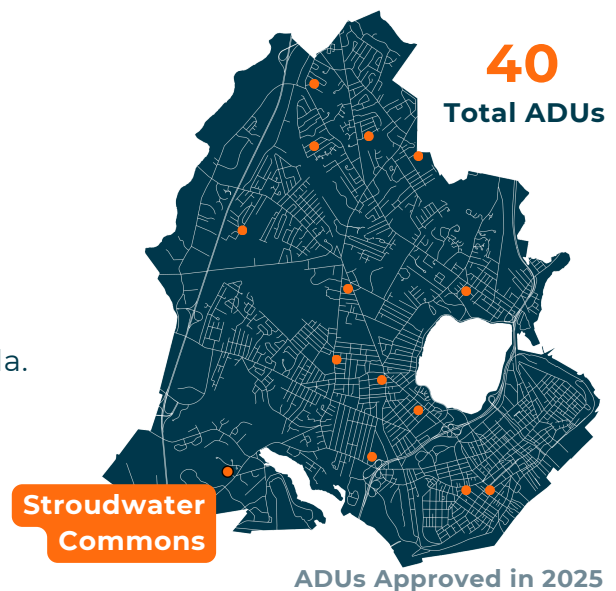
## Approved units driven by large projects

Nine projects composed of 50 or more units accounted for 95% of total approved units city-wide in 2025. In terms of unit size, a high percentage of units tended to be smaller, with 69% consisting of studios and one-bedrooms.



## Record-high ADU approvals

In 2025, ADU approvals reached a record high, driven in part by the Stroudwater Commons project, which accounted for more than half of all approvals (26). Consistent with prior years, the majority (95%) of ADUs were approved off-peninsula.

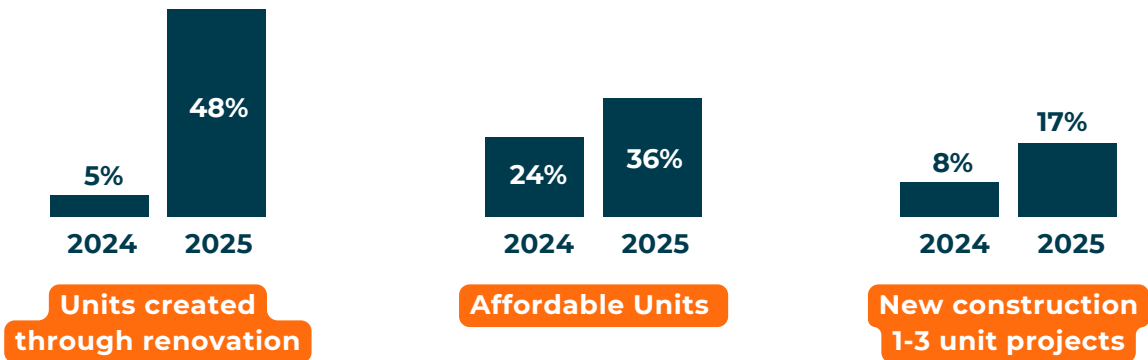


# 2025 HOUSING TRENDS



## 2025 saw a marked drop in housing completions, with only 187 units completed on the year

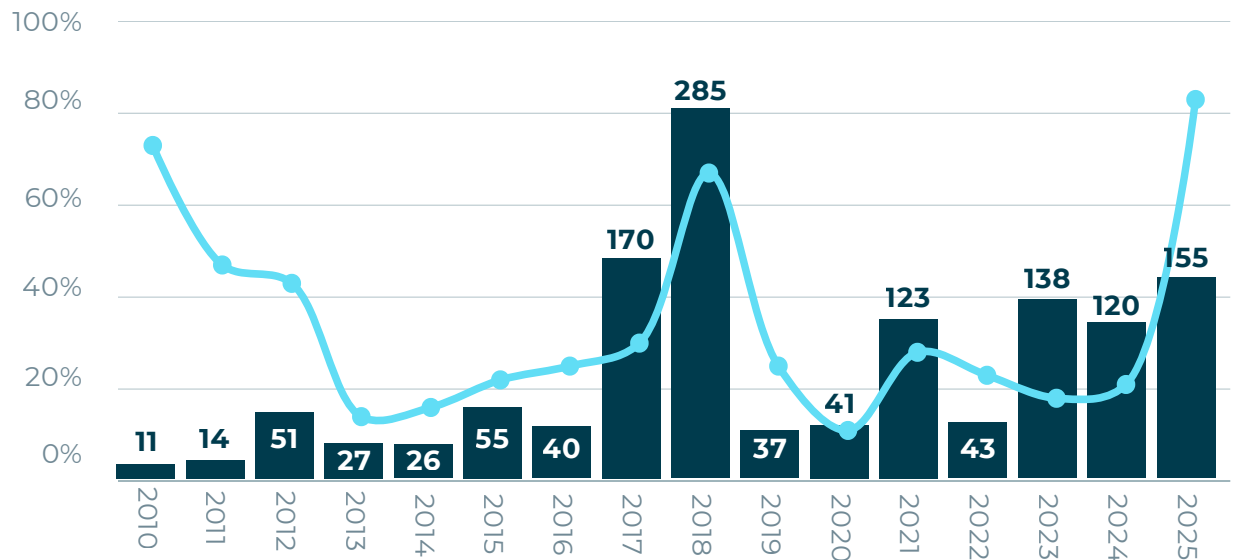
Units completed dropped by 68% from 2024. While the number of units completed fell, a higher percentage of those units completed came from renovations, small-scale new construction (1-3 units), or qualified as deed restricted affordable housing compared to the previous year.



## Most completed units were located off-peninsula

83% of units completed in 2025 were located off-peninsula, up from 21% in 2024, the highest share since 2010. This reflects the completion of projects such as Dougherty Commons, Rumery Lofts, and single-family homes at Stroudwater Preserve.

**Completed Units Off-Peninsula (% and Total)**



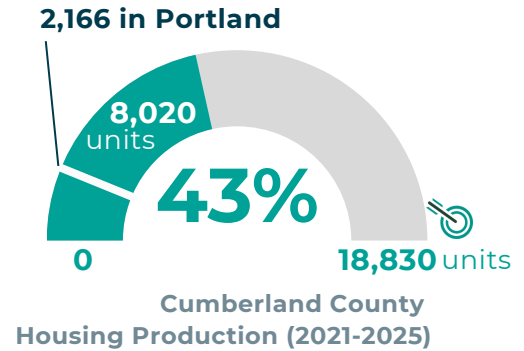
# 2 PLANS & POLICIES

# STATEWIDE AND REGIONAL HOUSING GOALS

In September of 2024, the State of Maine published [statewide and regional housing production goals](#) for 2021-2030, including specific goals for each of the state's sixteen counties.

## Cumberland County's Goal

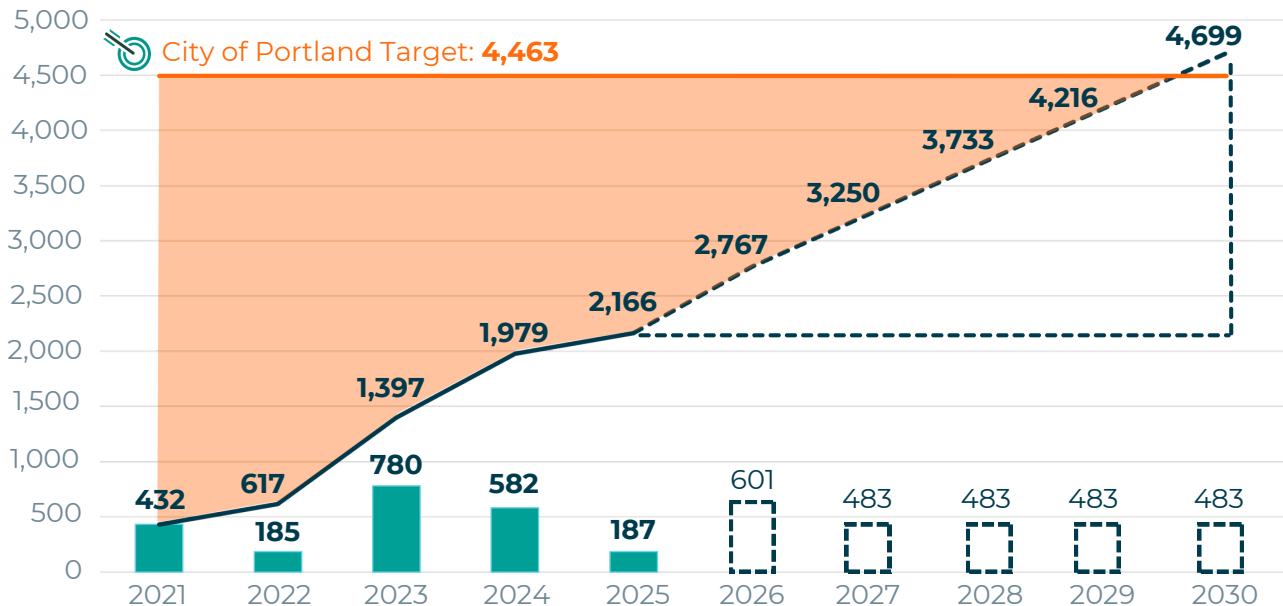
Cumberland County has the highest production target in the state at 18,830 new units, reflecting both historic underproduction and projected future demand. Since 2021, approximately 8,020 units have been created in the county, representing about 43% of the total target.



## Portland's Share of County Goal

The state has not set goals at the municipal level. However, if at a minimum, Portland maintains its current share of the county's total housing stock, the City could be expected to account for 23.9% of the county goal, or 4,463 units. Since 2021, 2,166 units have been completed in Portland. If current trends continue, the City is projected to deliver approximately 4,699 units by 2030, representing 25% of the county goal.

## City of Portland Housing Production (2021-projected<sup>1</sup>)



<sup>1</sup>Housing production estimates for 2026-2030 were calculated based on the trendline of housing completion from 2021-2025.

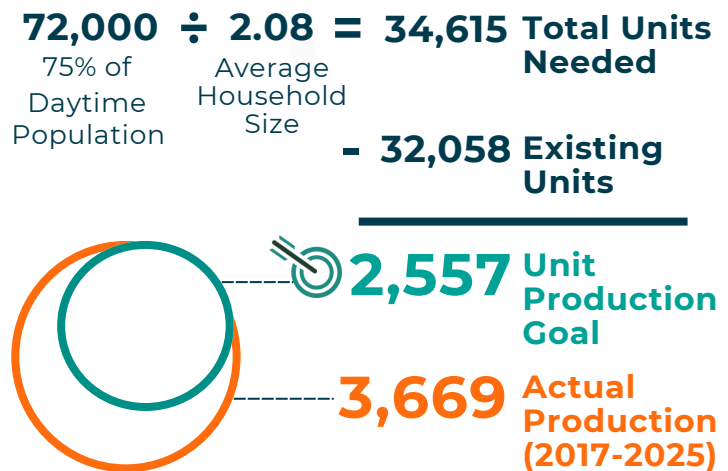
# PORTLAND'S PLAN 2030

*Portland's Plan 2030* is the City's comprehensive plan. It sets goals across twelve content areas, including housing, and informs land use policy and infrastructure investments in the City.

## City of Portland Housing Production Goal

*Portland's Plan*, adopted in 2017, set a housing goal of 2,557 new units by 2027, based on the concept of providing sufficient housing to support 75% of the city's daytime population. As of 2025, the City has far exceeded this housing production target.

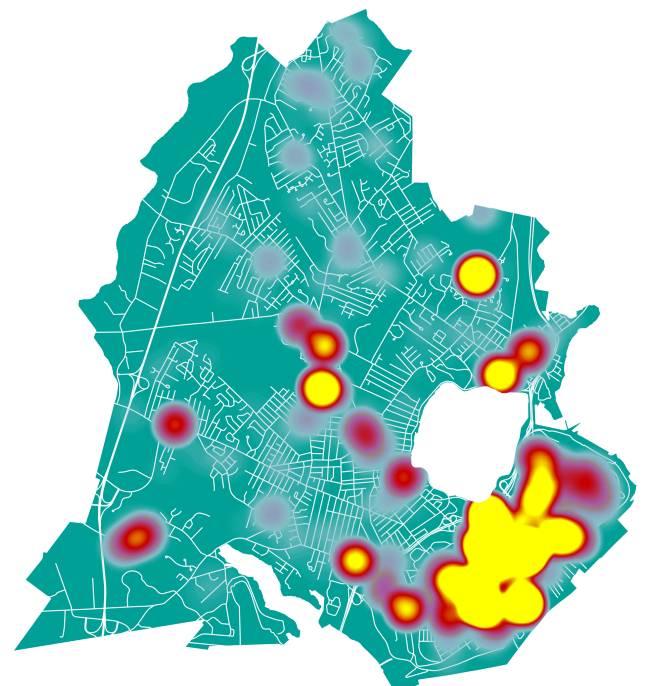
Since 2017, 3,669 units have been constructed in the City of Portland, surpassing the goal by almost 50%. If current trends continue, the City will exceed the *Portland's Plan* target by over 2,000 units. As the City prepares to update the comprehensive plan through 2040, this target will be adjusted to reflect changing conditions in Portland, the region, and the state.



## Housing Where, What Kind, and How?

In addition to setting a numerical target for how much housing should be produced in the city, *Portland's Plan* set other housing goals:

- Increase, preserve, and modify the overall housing supply to meet the needs, preferences, and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Encourage housing density in and around neighborhood centers, services, and transit nodes and corridors.
- Collaborate with surrounding communities on regional housing solutions.
- Encourage quality, sustainable design in new housing development.



Completed Housing Units (2017-2025)

# LAND USE CODE

Implementing the land use goals of *Portland's Plan*, the land use code guides the use and development of land in the City of Portland. The Housing section of the Land Use Code includes protections to minimize the loss of housing units and tools to incentivize or require the creation of deed-restricted affordable housing. In alignment with *Portland's Plan*, in late 2024, the City Council adopted major revisions to the land use code to encourage more housing production across the city, with a focus on high-density housing in areas of the city with access to transportation, jobs, and services as well as expanding allowable housing types in historically lower-density neighborhoods.

## Updates to Hotel Inclusionary Zoning

### 2025 Highlight



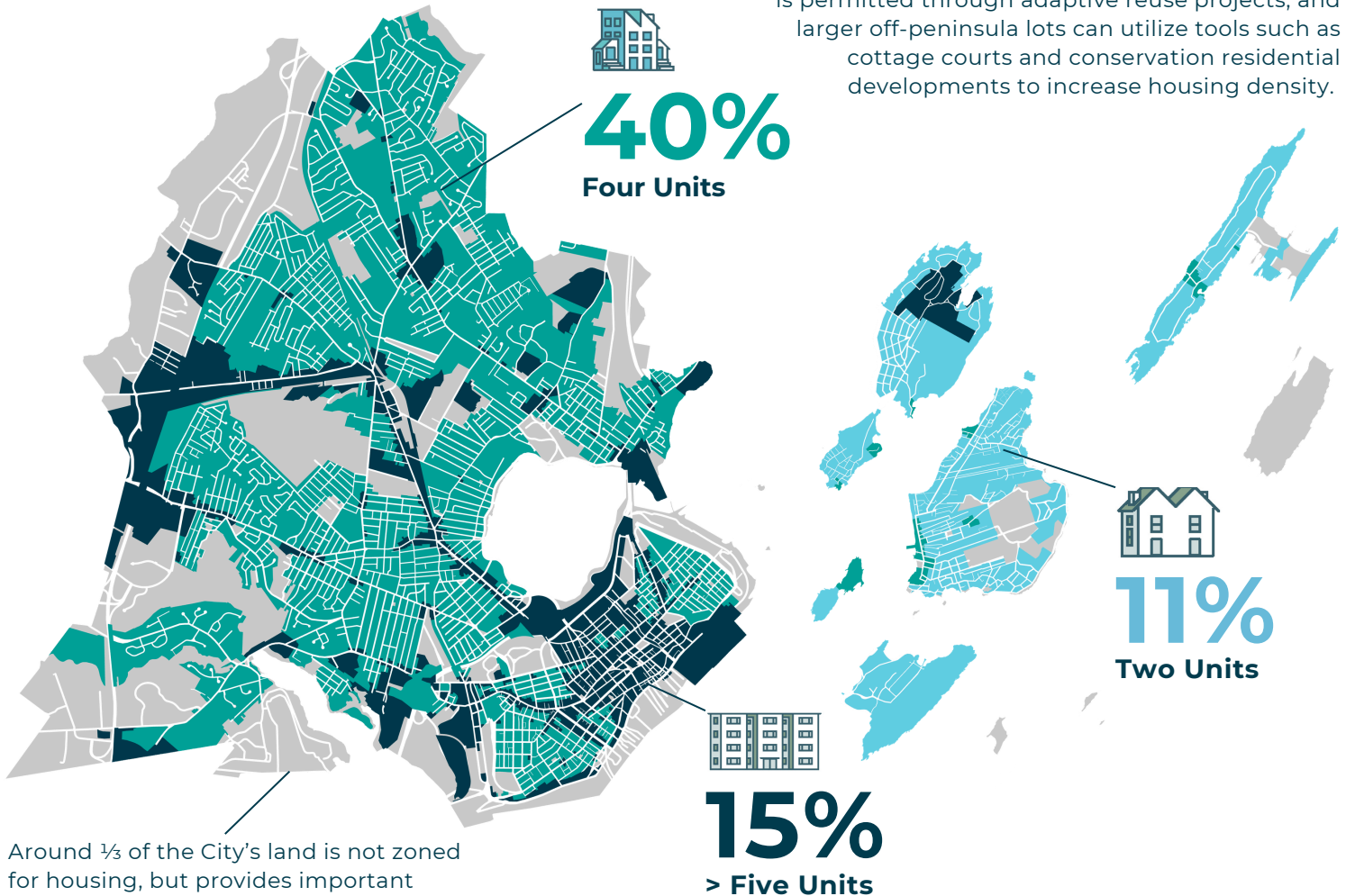
2019

2025

**Fee-in-lieu per room** \$4,831 → \$9,520

**Affordable Units Required per Room** 1/28 rooms → 1/19 rooms

## Land Area by Maximum Permitted Principal Dwelling Units



Note: Lots with a principal residential unit can include up to two ADUs. Additionally, multi-family is permitted through adaptive reuse projects, and larger off-peninsula lots can utilize tools such as cottage courts and conservation residential developments to increase housing density.

Around 1/3 of the City's land is not zoned for housing, but provides important ecological, economic, recreational, and transportation benefits.

# 2022-2026 HUD CONSOLIDATED PLAN

The U.S. Department of Housing and Urban Development (HUD) requires jurisdictions to combine the planning and applications for:

## Community Development Block Grant (CDBG)

Funds community development activities to build stronger and more resilient communities

## HOME Investment Partnerships Program (HOME)

Funds affordable housing and rental assistance for households making less than 80% of the AMI

## Emergency Shelter Grant (ESG)

Funds rapid rehousing, homelessness prevention, and emergency shelters



into a single submission known as the

## Consolidated Plan

This Consolidated Plan provides a basis and strategy for the use of federal funds granted to the City of Portland's CDBG and ESG programs as well as the Cumberland County HOME Consortium programs.

Development of the Consolidated Plan is based on a combination of community outreach, public hearings, consultation with various agencies, and collaboration with non-profit organizations, neighborhood groups, and community stakeholders. This Consolidated Plan covers the period beginning July 1, 2022 through June 30, 2027, including five program years.

## Housing Highlights Completed in Years 1-3

# 246

People received rental units, and rental assistance through HOME

# 44,790

People received emergency shelter, food assistance, and homeless prevention services through CDBG and ESG

## Plan Components

- Five-year plan covering Program Years 2022-2026
- Defines the need and strategy for how funds will be used
- Developed in collaboration with nonprofits, neighborhood groups, and community stakeholders
- Outcomes are annually reported to HUD

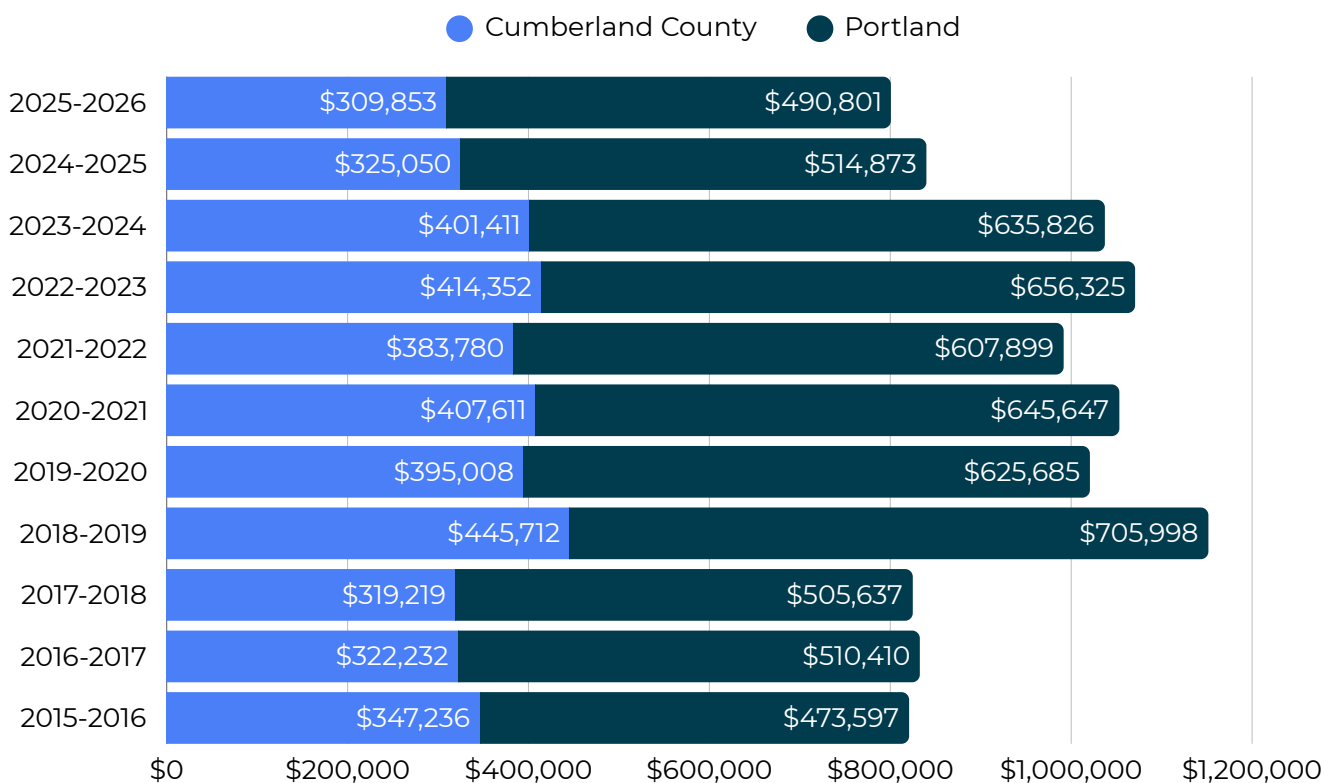
# 3 HOUSING ACTION

# HOME INVESTMENT PARTNERSHIPS PROGRAM

The City of Portland receives HOME funding annually from the US Department of Housing and Urban Development (HUD) as part of the Cumberland County HOME Consortium. HOME allows Portland to assist renter households and provide developers with necessary capital to create much-needed affordable housing units. The Department of Housing and Economic Development manages the distribution of HOME funds for the City and Cumberland County.

Since 2000, HOME funding has been awarded to 36 projects in Portland and 14 projects in Cumberland County, representing a total of **2,250** units, of which **2,024** units are affordable to low and moderate income households.

## HOME Funding by Fiscal Year



# JILL C. DUSON HOUSING TRUST FUND

The Jill C Duson Housing Trust Fund (HTF) was established to promote, retain, and create an adequate supply of housing, particularly affordable housing. The HTF is an important source of funding towards the creation of housing that is not eligible for funding from other sources, such as missing middle or cooperative housing.

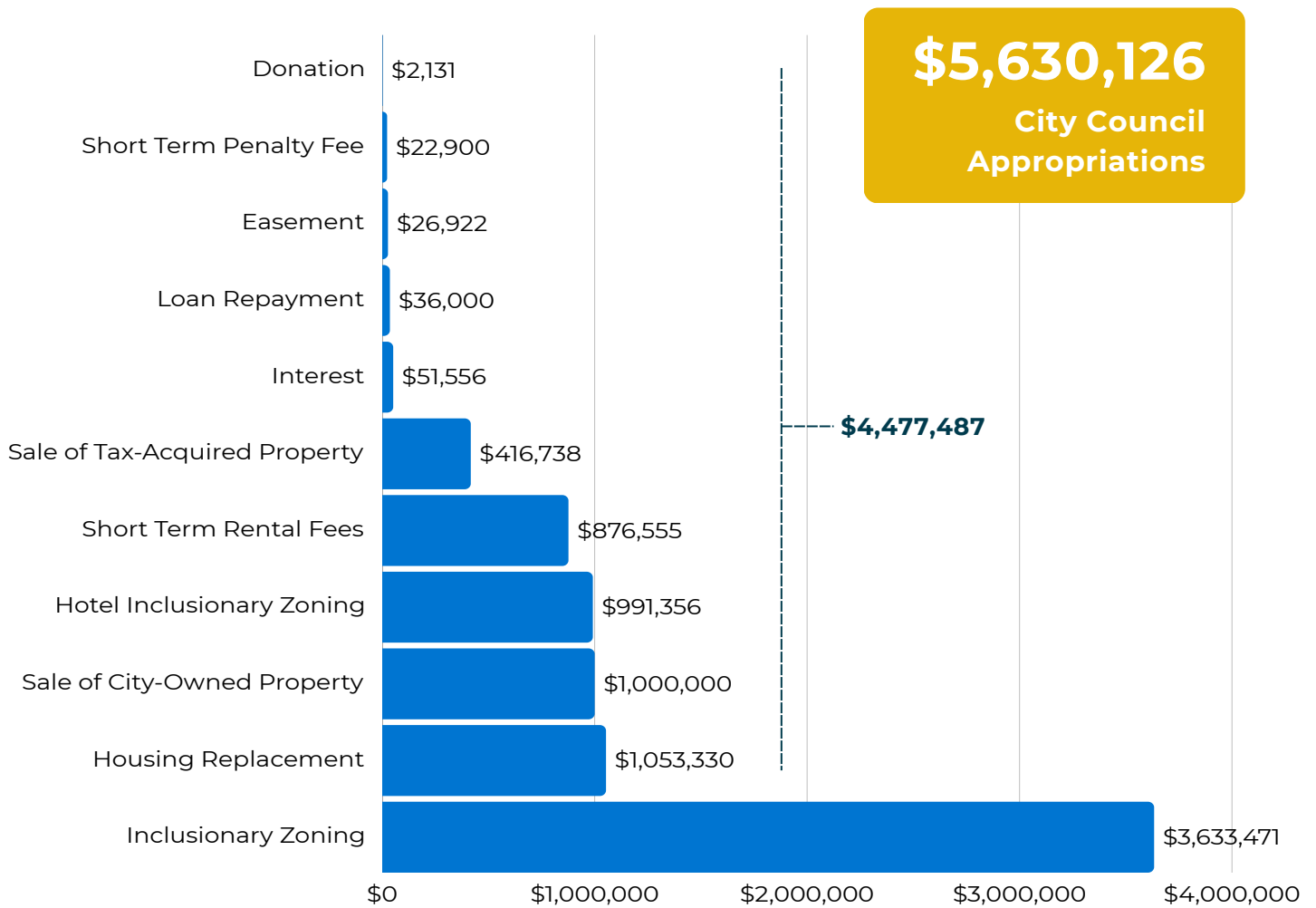
**\$185,803**

2025 Revenue Received

**\$2,560,000**

2025 Funds Allocated

## Total Jill C. Duson Housing Trust Fund Revenues



# AFFORDABLE HOUSING TAX INCREMENT FINANCING

The Maine Affordable Housing Tax Increment Financing (AHTIF) program offers municipalities a flexible financing tool to assist affordable housing projects and support related infrastructure and facilities by designating a specific area as an affordable housing development district and adopting an affordable housing development program for the district. AHTIF enables the City to use a percentage of the new property taxes generated from the affordable housing district to help make the housing affordable and to pay for related costs.

## Program Components

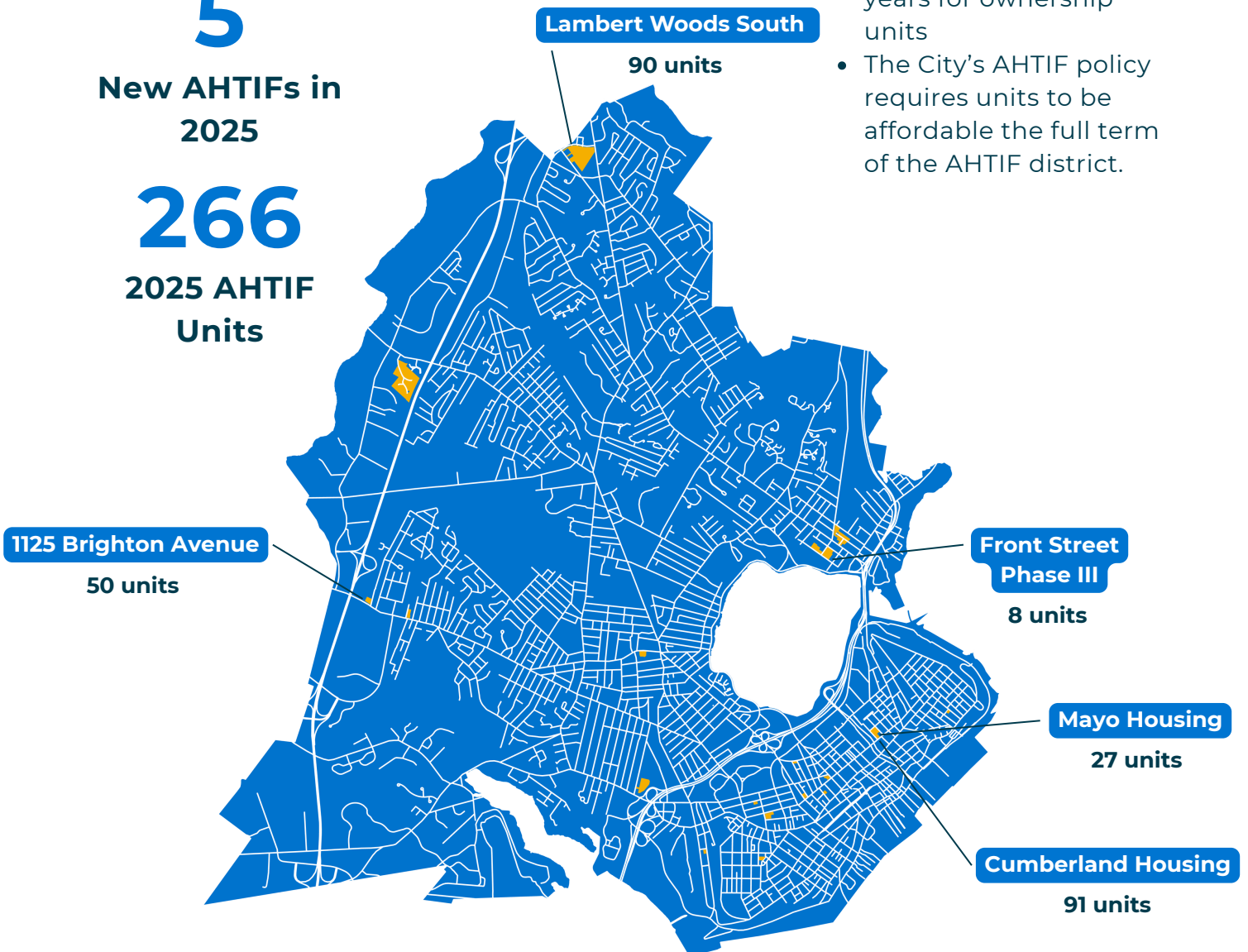
- Avoids decreases in State revenue-sharing & education subsidy and increases in County taxes from increased property values
- State requires a minimum affordability period of 30 years for rental units and 10 years for ownership units
- The City's AHTIF policy requires units to be affordable the full term of the AHTIF district.

**5**

**New AHTIFs in  
2025**

**266**

**2025 AHTIF  
Units**



# 2025 SUBSIDIZED AFFORDABLE HOUSING PROJECTS

**266** Total Units **254** Affordable Units

**Lambert Woods South**  
**90**  
Ownership Units

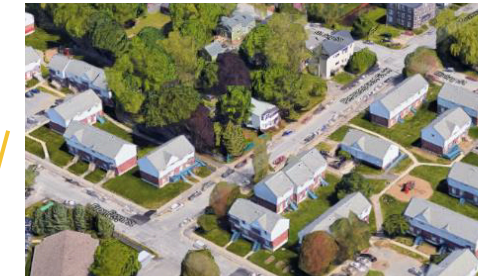


**80-100% AMI**  
2 Studio 20 2-Bedroom  
40 1-Bedroom 28 3-Bedroom

**Prosperity Place**  
**50**  
Rental Units



**30-80% AMI**  
15 1-Bedroom 8 3-Bedroom  
25 2-Bedroom 2 4-Bedroom



**Front Street Phase 3**  
**8**  
Ownership Units

**120% AMI**  
4 2-Bedroom 2 3-Bedroom 2 4-Bedroom



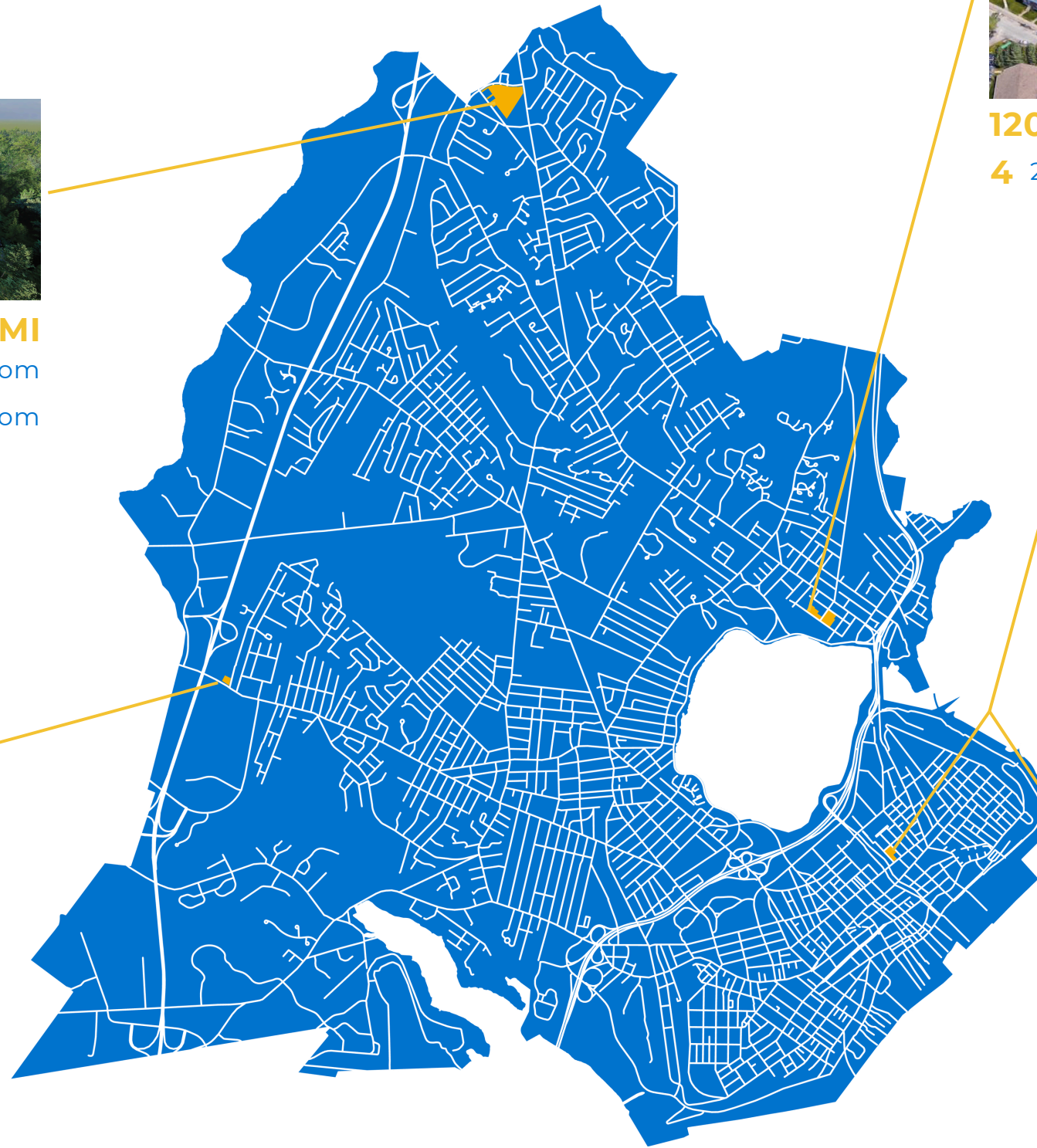
**Cumberland Housing**  
**91**  
Rental Units

81 at **30-80% AMI** 10 Market-Rate  
45 Studio 41 1-Bedroom 5 2-Bedroom



**Mayo Housing**  
**27**  
Rental Units

**50-60% AMI**  
18 2-Bedroom 9 3-Bedroom



# MONITORING

The Housing and Community Development Division monitors affordable and workforce rental and homeowner housing units subject to Inclusionary Zoning and/or which utilize subsidies such as HOME Investment Partnerships Program (HOME), Affordable Housing Tax Increment Financing (AHTIF), and Jill C. Duson Housing Trust Fund (HTF). Monitoring requirements vary based on the type of housing (workforce housing versus affordable housing), and the type of funding in the project.

## HOME, AHTIF & Housing Trust Fund Units



Units created using HOME, AHTIF, and HTF funds are monitored annually. Compliance for rental units includes confirming the number and type of HOME-assisted units, ensuring units are leased to households at or below set income limits for their household size, and verifying the rents plus tenant-paid utilities do not exceed rent limits. For homeownership units, potential homebuyers are also required to establish income eligibility.

**132**

**HOME Units**

**465**

**AHTIF Units**

**801**

**HTF Units**

## Inclusionary Zoning Units



Inclusionary Zoning units are monitored annually or when a new tenant is seeking to occupy a workforce unit. Each tenant must be income qualified by the City and the proposed rent reviewed for compliance with maximum workforce rents. For homeowner housing, City staff works with the developer or owner to set the maximum sale price for each unit and confirms that proposed buyers meet income qualifications.

**161**

**Inclusionary Zoning Units**

# CURRENT & ONGOING INITIATIVES

In addition to the housing initiatives implemented over the past several years, the City continues to advance a number of current and ongoing efforts focused on housing-supportive policy, including:

**Social Housing Task Force:** Formed by the City Council in March 2025 to conduct a comprehensive study and develop a strategic framework for a social housing program. The task force held its first meeting in August 2025 and will submit a final report to the City Council by August 2026.

**Inclusionary Zoning (IZ) Study:** The City commissioned a comprehensive analysis of its Inclusionary Zoning ordinance, evaluating outcomes over the past decade and identifying potential updates for policymakers to consider.

**State Legislation Compliance:** The City will initiate updates to the land use code to comply with recent changes in state law related to housing and land use, including LD 1829, which requires municipalities to adopt regulations addressing minimum lot sizes and affordable housing density bonuses.

**HUD Five-Year Consolidated Plan (2027–2031):** The City is required to submit a Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD), outlining how it will use CDBG, HOME, and ESG funding. The next planning process will begin in 2026, with adoption anticipated in spring 2027.

**Comprehensive Plan Update (Portland’s Plan):** In 2026, the City will begin the next update to its comprehensive plan, involving broad community engagement to establish priorities for how Portland should evolve through 2040.

**City-Owned Land:** The City is currently seeking community input on the future use of four undeveloped parcels in the Bayside neighborhood, with potential for housing development, while the remaining phases of Dougherty Commons and Lambert Woods continue to advance in construction.

**Reimagining Franklin Street:** The City will continue advancing the Reimagining Franklin Street initiative, which will realign and redesign the corridor, resulting in new development parcels that could support future housing and mixed-use development.

## 2026 City Council Housing Goals

- Accelerate housing production and strengthen affordability protections
- Reduce chronic homelessness

## 2026 City Council Housing Actions

- Consider adjustments to IZ ordinance to promote housing production.
- Consider policy amendments to streamline building permit review and approval.
- Review Social Housing Task Force recommendations & consider council action & next steps.
- Consider amendment to Dusen Trust Fund.
- Consider amendment to rent control ordinance to strengthen enforcement.